# CAMBRIDGE REGIONAL COLLEGE STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS & SERVICES VERSION: OCTOBER 2025

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**1. Interpretation**

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

'Acceptance' means that the College Authorised Officer has accepted that the Goods and / or Services as meeting the requirements of the Contract.

'Acceptance Date' means the date on which the Authorised Officer has Accepted the Goods and / or Services.

'Agreement Manager' shall have the meaning as set out in clause 3.

'Articles' means all tools, materials, drawings, specifications and other equipment and data provided or loaned to the Supplier by the College.

'Authorised' means signed by one of the College's Authorised Officers or college official purchase order provided electronically.

'Authorised Officer' means the College's employee authorised either generally or specifically by The College to enter into the Contract and act on behalf of the College in relation to the Contract.

"Business Day": a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

"College": Cambridge Regional College

"Conditions": the terms and conditions set out in this document.

"Contract": the contract between the College and the Supplier for the supply of Goods and/or Services in accordance with clause 2.

"Contract document": College official purchase order and/or the contract/agreement signed by the College and the Supplier for the supply of Goods and/or Services in accordance with clause 2.

'Data Controller' has the meaning set out in the UK GDPR.

"DPA" means the Data Protection Act 2018 and the rules and regulations made or having effect under it.

"Deliverables": all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data specification and reports.

"Delivery": as set out in clause 5.

'Delivery Date' means the date specified in the Contract.

‘Delivery Instructions’ means the instructions set out in the Contract for the provision of the Goods and/or Services, including any other information the College considers appropriate to the provision of the Goods and/ or Services.

“Goods”: the goods (or any part of them) set out in the Order.

‘Good Industry Practice’ means the exercise of such degree of skill, diligence, care and foresight which would reasonably and ordinarily be expected from a skilled and experienced supplier engaged in the supply of goods and services similar to the Goods and Services under the same or similar circumstances as those applicable to the Contract.

"Goods Specification": any specification for the Goods, including any related plans and drawings that are set out by the College to the Supplier.

‘Installation’ means the installation of the Goods in the designated location and into the operating environment specified by The College at the site and ‘Install’ shall be interpreted accordingly.

‘Intellectual Property Rights’ means patents, copyright, registered and unregistered design rights, utility models, trade marks (whether or not registered), database rights, rights in know-how and confidential information and all other intellectual and industrial property rights and similar or analogous rights existing under the laws of any country and all rights to apply for or register such rights.

‘Key Personnel’ means those individuals nominated by the College as being of importance to the completion or delivery of the Services.

‘Law’ means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body

"Order": in the College's official purchase order form.

‘Package’ means any type of package including bags, cases, carboys, cylinders, drums, pallets, tanks, wagons and other containers.

‘Premises’ means the location(s) where the Goods and Services are to be delivered or performed

“Procurement Act 2023” means the legislation enacted by the UK Parliament to govern public procurement in England, Wales, and Northern Ireland, replacing previous EU-derived regulations. The Act establishes a unified framework for the procurement of goods, services, and works by contracting authorities, including further education colleges, and applies to all stages of the procurement lifecycle—from pre-market engagement to contract award, management, modification, and termination. It includes provisions for transparency, public benefit, supplier exclusion, and the use of digital procurement platforms.

‘Request’ has the meaning set out in the Freedom of Information Act 2000, (FOIA), and the Environmental Information Regulations 2004 (EIR)

“Services”: the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.

‘Service Levels’ means those levels of performance set out in the Service Specification.

“Service Specification”: the description or specification for Services, that is set out by the College to the Supplier.

“Specification”: any Goods Specification together with any Services Specification

"Supplier": the person or firm from whom the College purchases the Goods and/or Services.

‘TUPE’ means the Transfer of Undertakings (Protection of Employment) Regulations 2006

"UK GDPR" means UK General Data Protection Regulations.

“DUAA” means Data (Use and Access) Act.

1.2 **Construction.** In these Conditions, unless the context requires otherwise, the following rules apply:

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

(b) A reference to a party includes its personal representatives, successors or permitted assigns.

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

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

(e) A reference to **writing** or **written** includes faxes.

**2. Basis of contract**

2.1 The Order constitutes an offer by the College to purchase the Goods and/or Services in accordance with the Contract.

2.2 The Contract shall comprise any Order, these Conditions and the Specification(s). In the event of any conflict between the provisions they shall be read in the following order of precedence:

(a) The Order

(b) The Specification(s)

(c) The Conditions

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

(a) the Supplier issuing a written acceptance of the Order; or

(b) the Supplier doing any act consistent with fulfilling the Order,

at which point the Contract shall come into existence.

2.4 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

**3. Agreement Management**

3.1 The Supplier shall nominate an Agreement Manager who shall have sufficient authority to ensure that required Service Levels are met, to ensure sufficient resources are allocated to the Contract, and to maintain performance to the Specification/order, to pro-actively co-ordinate and communicate relevant orders and to provide comprehensive support and links between the College and the Supplier. This must include sales support, information and advice on all Goods. The Agreement Manager shall be the prime contact between the Supplier and The College and any notice, communication, information or instruction given or made to or by the Agreement Manager shall be deemed given to / received by the Supplier. It shall be the responsibility of the Agreement Manager to ensure all staff involved in the Contract are fully aware of their obligations.

**4. Supply of Goods**

4.1 The Supplier shall ensure that the Goods shall:

(a) be free from defects in design, material and workmanship, correspond with their description and any applicable Goods Specification and shall remain so for 12 months after Acceptance; and

(b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the College expressly or by implication, and in this respect the College relies on the Supplier's skill and judgement; and

(c) be new (unless otherwise specified on the Purchase Order) and free from defects in design, material and workmanship; and

d) comply with all applicable Laws.

4.2 Supplier warrants to the College that that the Goods will be provided:

(a) in a proper, skilful and workmanlike manner.

(b) by a sufficient number of appropriately qualified, trained and experienced personnel with a high standard of skill, care and due diligence and in accordance with Good Industry Practice

(c) in accordance with the Contract.

(d) to the reasonable satisfaction of the Authorised Officer.

4.3 The Supplier warrants that to the extent that associated Services are performed, they shall be performed by appropriately qualified, trained and experienced personnel with a high standard of skill, care and diligence and in accordance with Good Industry Practice.

4.4 The Supplier will make good at its expense any defect in the Goods that the College discovers under proper usage during the first twelve months of actual use or 18 months from the date of Acceptance by the College whichever period shall expire first. Such defects may arise due to faulty design or instruction as to the use of the Goods or inadequate or faulty materials or poor workmanship or any other breach of the Supplier's obligations whether in the Contract or at law.

4.5 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract or in the Delivery or the Goods.

4.6 Repairs or replacements will themselves be covered by this Contract but for a period of 12 months from Acceptance by the College.

**5. Delivery of the Goods**

5.1 The Supplier shall ensure that:

(a) the Goods will be properly packaged to survive transit and storage without damage, clearly and legibly labelled and addressed. The College will not be liable to pay for any pallets, packages or containers in which the Goods are supplied. All packaging must be clearly marked to show to whom it belongs. Any packaging that the Supplier requires returning will be done so at the Supplier's cost and risk;

(b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the College's Order number, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

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

(d) delivery is free of charge unless otherwise agreed in writing with the College.

(e) orders from multiple manufacturers shall be collated and delivered to The Colleges in one delivery unless instructed by the College at no additional cost.

5.2 The Supplier shall deliver the Goods:

(a) on the date specified in the Order, or, if no such date is specified, within 7 days of the date of the Order unless agreed in writing with the College;

(b) to the point of delivery stated in the Order, or as instructed by the College prior to delivery ("Delivery Location"); and

(c) during the College's normal business hours, or as instructed by the College.

(d) to locations which may include none ground floor locations without access to a lift at no additional cost and

(e) to multiple sites if required at the College request at no additional cost.

5.3 Time of Delivery shall be of essence of the Contract.

5.4 Where the Goods are delivered by the Supplier, delivery shall occur when the Goods are removed from the transporting vehicle, signed for by a college member of staff and delivered in accordance with the Delivery Instructions. Where the Goods are collected by the College, delivery shall occur when they are loaded onto the College's vehicle.

5.5 The international rules for the interpretation of trade terms prepared by the International Chamber of Commerce (Incoterms) shall apply but where they conflict with the Contract, the Contract shall prevail.

5.6 If the Supplier:

(a) delivers less than [95] % of the quantity of Goods ordered, the College may reject the Goods; or

(b) delivers more than [100] % of the quantity of Goods ordered, the College may at its discretion reject the Goods or the excess Goods, and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the College accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.]

5.7 The Supplier shall not deliver the Goods in instalments without the College's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the College to the remedies set out in clause 21.

5.8 Except where otherwise provided in the Contract, delivery shall include the uploading or stacking of the Goods by the Supplier at such places as the College may direct.

5.9 The issue by The College of a receipt note for the Goods shall not constitute any acknowledgement of the condition or nature of those Goods. The College shall not be deemed to have accepted any Goods other than in accordance with clause 6.

5.10 If the Supplier at any time becomes aware of any act or omission, or proposed act or omission by the College which prevents or hinders, or may prevent or hinder the Supplier from supplying the Goods and Services in accordance with the Contract, the Supplier shall inform, in writing, the College.

**6. Acceptance**

6.1 The College shall have the right to reject the Goods and Services in whole or in part whether or not paid for in full or in part within a reasonable time of delivery or performance if they do not conform to the requirements of the Contract. The suppler shall provide a valid proof of delivery in the event delivery has been disputed by the college.

**7. Consumables**

7.1 The College reserves the right to procure consumables to be used on or with the Goods from the Supplier or such other source as the College deems appropriate. Such procurement of consumables from a source other than Supplier shall not invalidate the College's rights under the Contract and in no way affect the provisions in respect of warranties given under the Contract or otherwise provided that the consumables utilised meet the minimum standards as published by Supplier or the manufacturer of the Goods, or where no published standards are available, the standards generally accepted as being appropriate to the consumable supplies for use on or with the Goods concerned.

7.2 In the event that the Supplier shall claim that the use of specific consumables is adversely affecting the standards of performance of the Goods and/or increasing the cost to Supplier of meeting its obligations to provide repair or maintain the Goods it shall be for Supplier to prove that the consumables do not meet the requisite minimum standards, and are affecting the Goods and/or increasing the Supplier's costs. If the Supplier shall prove that the consumables do not meet the requisite minimum standards the College shall cease using the consumables concerned and procure alternative consumables which meet the standards required.

**8. Maintenance**

8.1 If required by the College the Supplier shall enter into a separate contract for the maintenance of the Goods on substantially the same terms as those set out in the Contract.

**9. Spares**

9.1 The Supplier shall make available to the College, or any nominated third-party maintenance provider, on request, with reasonable dispatch and at reasonable prices, all spares and replacement parts for the Goods as the College shall require.

9.2 The Supplier shall maintain a supply of such spares or replacement parts for a period of seven (7) years from the date of delivery or the Acceptance Date, whichever is the latest.

9.3 Such spares or replacement parts shall be fully compatible with, and maintain as a minimum the same levels of performance as the Goods originally supplied, but need not be identical to those items.

9.4 If during the period set out in clause 9.2 the Supplier or the Supplier's sub-contractor intends to discontinue the manufacture of spares or replacement parts for the Goods the Supplier shall forthwith give notice to the College of such intention and offer to supply the College with a perpetual, royalty free, worldwide non-exclusive license to use all of the relevant Intellectual Property Rights in all designs, tools, drawings or other items necessary for the College to procure replacement spares from any third party.

**10. Operating manuals**

10.1 The Supplier shall supply to the College all operating manuals and other documentation necessary for the satisfactory operation of the Goods, and in any event all documentation so required. If after the Acceptance Date the operating manuals and documentation need updating or replacing the Supplier shall be responsible for notifying the College of the availability of such updates or replacements and shall supply them at reasonable prices upon receipt of written instructions. The Supplier shall provide the operating manuals and other documentation in the media format in which they are available at the appropriate time.

**11. Attachment to the Goods**

11.1 The College shall have the right to attach to, or install into or onto the Goods any other items or goods (including but not limited to software) which the College considers to be appropriate and necessary to enable the Goods to be utilised to the fullest extent as required by the College. If the College attaches or installs such items or goods then this shall not have the effect of degrading the performance of the Goods and shall not relieve Supplier from meeting its obligations under the Contract provided that: -

(a) the goods attached or installed are not specified in any of the Supplier's and/or the manufacturer's published specifications as having the effect of degrading the standards of performance or invalidating the College's rights under the Contract; and

(b) the Supplier has not otherwise notified the College in writing that the attachment or Installation of specific goods will degrade the standards of performance or invalidate the College's rights under the Contract; and

(c) The goods have been attached or installed in accordance with the published instructions of Supplier.

11.2 In the event that the attachments and/or Installation is made by the College and the Supplier can prove that such attachment or Installation is adversely affecting the standard of performance of the Goods then the Supplier shall be entitled to be reimbursed any associated direct costs which the Supplier can demonstrate as being reasonably and necessarily incurred in returning the Goods to the normal standards of performance in accordance with this Contract as a direct result of the attachment or Installation made by the College (other than where such attachment or Installation has been with the approval of the Supplier).

**12 Training**

12.1 Where appropriate, the Price shall include the cost of instructing the College's personnel in the use or operation of the Goods, such instructions shall be in accordance with the requirements of the Contract.

**13 Hazardous Goods and Safety**

13.1 Where the Goods comprise or include substances hazardous to health, the Supplier will supply to the College on or before Delivery with all data necessary to allow the College to form a suitable and sufficient assessment of the attendant risks and of the steps that need to be taken in order to meet the requirements of all relevant applicable Laws.

**14 Supply of Services**

14.1 The Supplier shall from the date set out in the Order and for the duration of this Contract provide the Services to the College in accordance with the terms of this Contract.

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

14.3 In providing the Services, the Supplier shall:

(a) co-operate with the College in all matters relating to the Services, and comply with all instructions of the College;

(b) perform the Services with the best care, skill and diligence in accordance with Good Industry Practice;

(c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;

(d) ensure the Services and the Deliverables will confirm with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the College;

(e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;

(f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the College will be free from defects in workmanship, Installation and design;

(g) obtain and at all times maintain all necessary licences and consents and comply with all applicable Laws;

(h) observe all health and safety rules and regulations and any other security requirements that apply at any of the College's Premises;

(i) hold all materials, equipment and tools, drawings, specifications and data supplied by the College to the Supplier ("The College's Materials") in safe custody at its own risk, maintain The College 's Materials in good condition until returned to the College and not dispose of or use The College's Materials other than in accordance with the College's written instructions or authorisation; and

(j) not do or omit to do anything which may cause the College to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the College may rely or act on the Services.

(k) provide the Services via the Key Personnel (if any) who shall not be released from providing the Services to the College, except for reason of sickness, maternity leave, paternity leave, termination of employment or because they have been requested to do so by the College, or the element of the Service in respect of which the individual was engaged has been completed to the College's satisfaction or other extenuating circumstances explained to the College. Any replacements for the Key Personnel shall be subject to the agreement of the College and such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services. The cost of effecting such replacement shall be borne by Supplier; and

(l) provide such Services to the reasonable satisfaction of the Authorised Officer.

(m) As an educational provider and where appropriate, the College welcomes working with its suppliers to explore adding value to a contract including but not limited to guest speaking and industry placements.

**15 Progress and Inspection**

15.1 The Supplier shall at its expense provide any programmes for the provision of the Goods and Services delivery that the College may reasonably require.

15.2 The Supplier shall notify the College, in writing, without delay if manufacturing or production progress falls behind or may fall behind any of these programmes.

15.3 The College shall have the right to check progress at the Supplier's manufacturing facilities or offices (including home working) or the offices (including home working) of the Supplier's sub-contractors at all reasonable times to inspect and to reject Goods and Services that do not comply with the Contract. The Supplier's sub-contracts shall reserve such rights for the College.

15.4 Any inspection or approval shall not relieve the Supplier from its obligations under the Contract.

**16 Offsite provision of Goods and Services – Refer to Clause 17**

**17 Services carried out on Cambridge Regional College Premises, Remotely or Online**

17.1 If the Contract involves any Goods and Services which Supplier Delivers (with exemption of deliveries to the College Reception or Goods In), Installs or performs on the College Premises or results in any contact with students including remotely or online, then the following clauses shall apply:

(a) The Supplier shall ensure that the Supplier and their employees, sub-contractors and their employees and any other persons associated with the Supplier will adhere in every respect to the obligations imposed upon the Supplier by applicable Laws.

(b) The Supplier shall ensure that the Supplier and their employees, sub-contractors and their employees and any other person associated with the Supplier will comply with any College regulations or policies including Safeguarding.

(c) The Supplier and their employees, sub-contractors and their employees shall comply with any security requirements including signing in process on the College premises, wearing ID badges supplied by the College, a right to search when entering or leaving the Premises. The College reserves the right to remove from the Premises anyone suspected of being under the influence of alcohol, or any other substance which has the effect of impairing performance.

17.2 The Supplier shall make no delivery of materials, plant or other things nor commence any work on the Premises without obtaining the College's prior consent.

17.3 Access to the Premises shall not be exclusive to the Supplier but only such as shall enable the performance of the Contract concurrently with the execution of work by others. The Supplier shall co-operate with such others as the College may reasonably require.

17.4 The College shall have the power at any time during the progress of the Contract to order in writing:

(a) the removal from the Premises of any materials which in the College's opinion are either hazardous or not in accordance with the Contract, and/or:

(b) the substitution of proper and suitable materials, and/or;

(c) the removal and proper re-execution notwithstanding any previous test thereof or interim payment therefore of any work or Goods and Services which, in respect or material or workmanship, is not in the College's opinion in accordance with the Contract.

17.5 On completion of the Contract the Supplier shall remove their plant, equipment and unused materials and shall clear away from the Premises all rubbish arising out of the Contract and leave the Premises in a neat and tidy condition within the timescales instructed to the Supplier by the College.

17.6 The Supplier shall ensure that their employees, sub-contractors and their employees and any other persons associated with Supplier shall be dressed appropriately. The College reserves the right to remove from the Premises or online access anyone who is, in the College's absolute discretion, not complying with this requirement.

17.7 Any land or Premises made available from time to time to the Supplier by the College in connection with the Contract, shall be made available to Supplier on a non-exclusive basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligation under the Contract. The Supplier shall have the use of such land or Premises as licensee and shall vacate the same on completion, termination or abandonment of the Contract.

17.8 The Supplier shall limit access to the land or Premises to such personnel as is necessary to enable it to perform its obligations under the Contract.

17.9 The Supplier agrees that there is no intention on the College's part to create a tenancy of any nature whatsoever in favour of the Supplier or its personnel and that no such tenancy has or shall come into being and, not withstanding any rights granted pursuant to the Contract, the College retains the right at any time to use any Premises owned or occupied by the College in any manner it sees fit.

17.10 If the Contract involves any Goods and Services which Supplier Delivers (with exemption of deliveries to the College Reception or Goods In), Installs or performs on the College Premises or results in any direct or indirect contact with students including remotely or online, then the Supplier shall ensure that they comply with the college's requirements for confirming, and evidencing where applicable, safeguarding checks on all employees, sub-contractors and their employees provided to the College as part of this contract.

This includes;

(a) for any employees working on the College site, remotely or online confirmation that an Enhanced Disclosure Child and Adult Barring Service Check (DBS) has been carried out at the suppliers own cost and that the individual is cleared to work in an educational establishment. This includes overseas criminal checks (if applicable)

(b) Three verifications of identity

(c) Proof of the right to work in the UK

(d) Two satisfactory references

Evidence requirements will be notified to the Supplier and must be complied with prior to contract Commencing.

**18 Variation & Substitution**

18.1 The College shall have the right, before delivery, to send the Supplier a new purchase order adding to, or modifying the requirements. In the event the College and Supplier have signed a contract document then clause 30 shall apply.

**19 Compliance with applicable Laws**

19.1 The Supplier shall (at no additional cost to the College) at all times, prepare, manufacture, deliver, install, carry out and provide the Goods and Services in compliance with all Laws. The Supplier shall maintain such records as are necessary pursuant to such Laws and shall promptly on request make them available for inspection by any relevant authority that is entitled to inspect them and by the College (or its authorised representative).

19.2 The Supplier shall neither be relieved of its obligations to supply the Goods and Services in accordance with the terms of the Contract nor be entitled to an increase in the price as the result of any modifications to the Laws unless a signed contract document permits this.

19.3 Without prejudice to clause 19.2, the Supplier shall monitor and shall keep the College informed in writing of any changes in the Laws which may impact the Goods and Services and shall provide the College with timely details of measures it proposes to take and changes it proposes to make to comply with any such changes.

19.4 The Supplier shall consult with the College (and wherever possible agree with the College) on the manner, form and timing of changes it proposes to make to meet any changes in Laws where they would impact the Goods or Services. The Supplier shall not implement any change, without the College's prior written agreement, which would have an adverse effect on the Supplier's ability to provide the Goods and Services in accordance with the Specification.

19.5 Without prejudice to the rest of this clause 19, the Supplier shall use all reasonable endeavours to minimise any disruption caused by any changes in applicable Laws introduced pursuant to this clause 19.

19.6 The Supplier shall indemnify the College for any taxes that are due to HMRC by the supplier incorrectly declaring you are self-employed for tax purposes.

19.7 The Supplier shall comply with all obligations arising under the Procurement Act 2023 and any associated regulations, guidance or notices issued by the Cabinet Office or other relevant authority. The Supplier shall cooperate with the College in meeting its transparency obligations under the Procurement Act 2023, including the publication of contract award notices, performance data, and contract change notices/variation to contracts.

**20 Social Value, Public Benefit and Supplier Code of Conduct**

20.1 The Supplier acknowledges the College's duty under the Procurement Act 2023 to deliver public benefit through its procurement activities. The Supplier shall support the College in achieving outcomes that promote social, economic, and environmental well-being.

20.2 The Cambridge Regional College supplier code of conduct document sets out requirements which suppliers will be expected to adopt as a minimum requirement when doing business with the College. It is not intended to be legally enforceable, nor take precedence where the courts or other body have jurisdiction. It is also not intended to create any legal obligations or rights or to undermine any contracts with suppliers or the terms and conditions we set out when we procure goods or services.

**21 Remedies**

21.1 If the Supplier fails to deliver the Goods on the Delivery Date and/or perform the Services by the applicable date(s), or if the Goods do not comply with the undertakings set out in clause 4, or the Services do not conform with clause 14, then, without limiting any of its other rights or remedies, the College shall have the right to any one or more of the following remedies:

(a) to terminate the Contract/College official purchase order with immediate effect;

(b) to reject the Goods or Services (in whole or in part) and (in the case of Goods) return them to the Supplier at the Supplier's own risk and expense;

(c) to require the Supplier to re-perform, repair or replace the rejected Goods or Services, or to provide a full refund of the price of the rejected Goods or Services (if paid);

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

(e) to recover from the Supplier any costs incurred by the College in obtaining substitute goods and/or services from a third party; and

(f) to claim damages for any other costs, loss or expenses incurred by the College which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

21.2 The Contract shall apply to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

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

(a) any claim made against the College for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services;

(b) any claim made against the College by a third party arising out of, or in connection with, the supply of the Goods or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and

(c) any claim made against the College by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods or Services, to the extent that the defect in the Goods or Services is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors.

(d) the provision of the Goods and Services, including advice and recommendations made and accepted by the College and

(e) any Installation and/or any Goods and Services and/or advice given or anything done or omitted to be done under, or in connection with the Contract by the Supplier; and

(f) any damage to the College's property or Premises (including any materials, tools or patterns sent to Supplier for any purpose).

This clause 21.3 shall survive termination of the Contract.

21.4 The College's rights and remedies under the Contract are in addition to its rights and remedies implied by statute and common law.

21.5 The Supplier must take out and maintain insurance adequate to cover the risks set out in the Contract and for a period of 6 years thereafter and in any event shall take out and maintain:

(a) Product Liability Insurance coverage of not less than five million pounds sterling (£5,000,000) for any one, or series of claims that may arise; and

(b) Professional Indemnity Insurance coverage of not less than one million pounds sterling (£1,000,000) for any one, or series of claims that may arise; and

(c) Public Liability Insurance coverage of not less than five million pounds sterling (£5,000,000) for any one, or series of claims that may arise.

(d) Employer Liability Insurance coverage of not less than ten million pounds sterling (£5,000,000) for any one, or a series of claims that may arise.

21.6 The Supplier will take out and maintain such insurances as set out in this clause 21 with a reputable insurance company and shall at the College's request provide evidence of the insurance policy or policies and of payment of the premiums. Supplier's failure to maintain such insurances shall be treated as a material breach of the Contract and shall give The College the right to terminate the Contract in accordance with clause 30.

**22 Liability**

22.1 This clause sets out the College's entire financial liability (including any liability for the acts or omissions of its employees, agents, consultants and sub-contractors) to the Supplier in respect of any breach by the College of the Contract and any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

22.2 Nothing in the Contract limits or excludes the College's liability:

(a) for death or personal injury resulting from the College's negligence; or

(b) for any damage or liability incurred by the Supplier as a result of fraud or fraudulent misrepresentation by the College

22.3 The College shall not be liable for:

(a) loss of profits; or

(b) loss of business; or

(c) loss of contract; or

(d) loss due to corruption of data; or

(e) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

22.4 The College's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract or in respect of any correspondence between the parties (including any competitive process) shall be limited to and shall not exceed £10,000.

**23. Title and risk**

23.1 Title and risk in the Goods shall pass to the College on completion of Delivery or Installation, if required.

**24. Price and payment**

24.1 The price of the Goods shall be the price set out in the Order or where appropriate the contract document, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date the Contract came into existence.

24.2 The price of the Goods shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by the College.

24.3 The price of the Services shall be set out in the Order, or where appropriate the contract document and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the College, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

24.4 The Supplier may invoice the College after Acceptance. Each invoice shall include such supporting information required by the College to verify the accuracy of the invoice, including but not limited to the relevant Order number. Invoices which do not quote a valid College purchase order may be returned to the supplier for rectification.

24.5 Where the Supplier submits an invoice to the College in accordance with paragraph 24.4, the College will consider and verify that invoice in a timely fashion.

24.6 The College shall pay the Supplier any sums due under such an invoice no later than a period of 30 days from the date on which the College has determined that the invoice is valid and undisputed.

24.7 Where the College fails to comply with clause 24.5 and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of paragraph 24.6 after a reasonable time has passed.

24.8 Where the Supplier enters into a Sub-Contract, the Supplier shall include in that Sub-Contract:

a) Provisions having the same effect as clauses 24.5, 24.6 and 24.7 of this Agreement; and

b) A provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which its awards provisions having the same effect as clauses 24.5, 24.6, 24.7 and 24.8 of this Agreement.

c) In clause 24.8, "Sub-Contract" means a contract between two or more suppliers, at any stage of remoteness from the College in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.

24.9 All amounts payable by the College under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the College, the College shall on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

24.10 The College may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier under the Contract.

**25. Confidential information**

25.1 A party ("receiving party") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are disclosed to the receiving party by the other party ("disclosing party"), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products or its services which the receiving party may obtain. Subject to any express provisions of the Contract, the receiving party shall only disclose such confidential information to those of its employees, agents or subcontractors who need to know the same for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors shall keep such information confidential.

**26. Publicity**

26.1 Unless expressly permitted in writing by the College, the Supplier shall not publish or permit to be published either alone or in conjunction with any other person any information, articles, photographs or other illustrations relating to or connected with the Contract or the work of the College.

**27. Intellectual Property**

27.1 All Intellectual Property Rights in any specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material:

(a) provided to the Supplier by the College shall remain the College's property absolutely;

(b) prepared by or for the Supplier specifically for the College in relation to the performance of the Contract shall belong to the College.

(c) pre-existing at the commencement of the Contract and owned or licensed by the Supplier shall be licensed to the College insofar as it is necessary for the College to exercise its other rights under the Contract. Such a license shall be perpetual, worldwide, irrevocable, royalty-free and capable of sub-license on those terms.

**28 Anti-Bribery**

28.1 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 ("Relevant Requirements");

(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 but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clause 28.1(b), and will enforce them where appropriate; and

(d) promptly report to the College 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;

28.2 Breach of this clause 28 shall entitle the College to terminate the Contract with immediate effect.

28.3 Report to the College of any conflict of interest arising from any existing relationship that they may have with a member of College staff. In the event the Supplier fails to declare a potential conflict of interest, which they should have reasonably known about, this may result in the termination of any contract awarded with immediate effect.

**29 Cyber Security & Data Protection**

29.1 Suppliers must comply with all applicable data protection and privacy laws including where applicable, DUAA. Specifically, suppliers must comply with UK GDPR and ensure that they adhere with the terms of college data sharing agreements, including contacting the College promptly to advise of any breach, data subject access, or systems changes or new processing activity.

29.2 Depending on the good/services required, the College may require suppliers of products or services to have the following accreditations ISO 9001, Cyber Essentials, ISO27001 or be able to demonstrate that their company operates systems/processes equivalent to such standards. This will be made clear in any tender documentation issued by the College.

29.3 It is essential that suppliers safeguard the integrity and security of their systems, including supplier systems used by Cambridge Regional College. This will need to include secure storage of College data stored on the suppliers system.

29.4 Suppliers are required to implement robust cybersecurity measures to protect data and systems from unauthorised access, breaches, and other cyber threats. This often involves adhering to industry best practices and standards. In the event of a cybersecurity incident, suppliers must promptly report the incident to the College and take appropriate measures to mitigate any damage.

29.5 The Supplier agrees to indemnify and keep indemnified and defend at its own expense the College against all costs, claims, damages or expenses incurred by the College or for which the College may become liable due to any failure by the Supplier or its employees or agents to comply with any of its obligations under Clause 29 of these standard terms and conditions.

**30 Modification of contracts during their term**

30.1 Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the College (Annex 2). A valid College purchase order must be quoted on invoices to support any increases in price.

30.2 The Supplier shall cooperate with the College in meeting its transparency obligations under the Procurement Act 2023, including the publication of change notices/variation to contracts.

**31. Termination**

31.1 Without limiting its other rights or remedies, whilst the contract shall not automatically extend beyond the agreed written initial contract period unless agreed in writing by both parties and/or a College official purchase order is provided, either party may terminate the Contract early:

(a) in respect of the supply of Services, whereby there is an agreed written initial contract period of one year, by giving the other party 90 days written notice during the initial contract period; or in respect of the supply of Services without a minimum contract period of one year, can be terminated, at any time before Services have been supplied with immediate effect by giving the Supplier written notice, in which case the College shall pay the Supplier fair and reasonable compensation for work-in-progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss; and

(b) in respect of the supply of Goods, at any time before Delivery with immediate effect by giving the Supplier written notice, in which case the College shall pay the Supplier fair and reasonable compensation for work-in-progress at the time of termination, but such compensation shall not include loss of anticipated profits, any consequential loss or where the supplier can sell on the goods to another customer.

31.2 The College may terminate the Contract with immediate effect by giving written notice to the Supplier if:

(a) the Supplier commits a material or persistent breach of the Contract and (if such breach is remediable) fails to remedy that breach within [7] days of receipt of notice in writing of the breach;

(b) the Supplier suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

(c) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

(d) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier, other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;

(e) (being an individual) the Supplier is the subject of a bankruptcy petition or order;

(f) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

(g) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier;

(h) (being a company) a floating charge holder over the Supplier's assets has become entitled to appoint or has appointed an administrative receiver;

(i) a person becomes entitled to appoint a receiver over the Supplier's assets or a receiver is appointed over the Supplier's assets;

(j) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 31.2(b) to clause 31.2(i) inclusive;

(k) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business;

(l) the Supplier's financial position deteriorates to such an extent that in the College's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

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

(n) the contract has been subject to a substantial modification which would have required a new procurement procedure under The Procurement Act 2023.

(o) the Supplier has, at the time of contract award, been in one of the situations referred to in regulation 57(1) of The Procurement Act 2023, including as a result of the application of regulation 57(2) of The Procurement Act 2023, and should therefore have been excluded from the procurement procedure.

**32. Consequences of Termination**

32.1 On termination of the Contract for any reason:

(a) where the Services are terminated, the Supplier shall immediately deliver to the College all Deliverables, whether or not then complete, and return the Articles. If the Supplier fails to do so, then the College may without limiting its other rights or remedies enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall solely be responsible for their safe keeping and will not use them for any purpose not connected to this Contract;

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

(c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

**33. Force majeure**

33.1 Neither party shall be liable to the other for any delay or failure in performing its obligations under the Contract to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable, provided that the Supplier shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Contract. If any events or circumstances prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 30 Business Days, the College may terminate this Contract immediately by giving written notice to the Supplier.

**34 Freedom of Information and Environmental Regulations**

34.1 The Supplier acknowledges that the College is subject to the requirements of the Freedom of Information Act 2000, (FOIA), and the Environmental Information Regulations 2004 (EIR) and the Supplier agrees to assist and cooperate with the College (at the Supplier's expense) as mandated by the College in relation to these Laws.

34.2 Any Requests received by the Supplier shall be forwarded to the College immediately.

34.3 The provisions of clause 34 shall extend to sub-contractors and the Supplier shall ensure compliance with this requirement.

34.4 The Supplier acknowledges that the College may, acting in accordance with the FOIA, or the EIR be obliged to disclose information: -

(a) without consulting with the Supplier; or

(b) following consultation with the Supplier and having taken the Supplier's views into account.

**35 United Kingdom Modern Slavery Act 2015**

35.1 In performing its obligations under this Agreement, the supplier shall comply fully with the Modern Slavery Act 2015 where it is legally required to do so under English law.

35.2 Subject to 35.1, the supplier in contracting with the College confirms that all parts of its business and supply chains where there is a risk of slavery and human trafficking taking place has been rigorously assessed, and that it will demonstrate to the College upon demand the steps it has taken to assess and manage that risk.

35.3 Where slavery or human trafficking or the risk of slavery or human trafficking is suspected or confirmed, the supplier must immediately cease using those elements of their supply chains where such activities are under review.

35.4 The supplier shall immediately notify the College of any such findings and at the sole discretion of the College, acknowledges that the College has the explicit right to immediately terminate the contract where any impact to the reputation of the College is proven.

**36 Articles on Loan**

36.1 All Articles loaned by the College to the Supplier in connection with the Contract shall remain always the College's property and shall be surrendered to the College upon 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 the consent in writing of the Authorised Officer. Until the Supplier return all the Articles to the College they shall be at the Supplier's risk and shall be insured by the Supplier at the Supplier's expense against the risk of loss, damage or theft. Any loss of or damage to such Articles shall be made good by Supplier at their expense. All scrap arising from the supply of such Articles must be disposed of at the College's discretion and all proceeds of sales of such scrap must be promptly paid to the College.

**37 Supplier Employees**

37.1 When directed by the College, the Supplier shall provide a list of the names and addresses of all persons (if any) who it is expected may require admission in connection with the Contract to the Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the College may reasonably require.

37.2 The Supplier's employees and those (if any) of the Supplier's sub-contractors or agents engaged within the boundaries of any of the College Premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at that establishment, and when outside that establishment.

37.3 The College's decision as to whether any person is to be refused access to any Premises occupied by or on behalf of the College shall be final and conclusive.

37.4 The Supplier shall replace any of its employees who, the College shall have reasonably decided, have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Supplier's employees for any reason, the Supplier shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Contract.

37.5 The Supplier shall bear the cost of or costs arising from any notice, instructions or decision of the College under this clause 37.

37.6 The Supplier shall take all reasonable steps to ensure that any employees, servants or agents of the Supplier and any sub-contractors, their employees, servants or agents, employed in the execution of the Contract are entitled to obtain employment in the United Kingdom and are not claiming any benefit payable to persons registered as unemployed.

37.7 Where the appointed Agreement Manager leaves the employment of the company, the College Representative must be informed immediately of interim arrangements made.

**38 Re-tendering and Handover**

38.1 Within twenty-one (21) days of being so requested by the College, the Supplier shall provide and thereafter keep updated, in a fully indexed and catalogued format, all the information necessary to enable the College to issue invitations to tender for the future provision of the Goods and Services.

38.2 Where, in the opinion of the College, TUPE is likely to apply to the Contract on its termination or expiration, the information to be provided by the Supplier under clause 38.1 shall include, as applicable, accurate information relating to the employees who would be transferred under the same terms of employment under TUPE, including in particular (but not limited to): -

(a) the number of employees who would be transferred, but with no obligation on the Supplier to specify their names; and

(b) in respect of each of those employees, their dates of birth, sex, salary, length of service, hours of work and rates, and any other factors affecting redundancy entitlement, any specific terms applicable to those employees individually and any outstanding claims arising from their employment; and

(c) the general terms and conditions applicable to those employees, including probationary periods, retirement age, periods of notice, current pay agreements and structures, special pay allowances, working hours, entitlement to annual leave, sick leave, maternity and special leave, injury benefit, redundancy rights, terms of mobility, any loan or leasing agreements, and any other relevant collective agreements, facility time arrangements and additional employment benefits.

38.3 The Supplier shall indemnify the College against any claim made against the College at any time by any person in respect of the liability incurred by the College arising from any deficiency or inaccuracy in information, which the Supplier is required to provide under clause 38.1**.**

38.4 The Supplier shall co-operate fully with the College during the handover arising from the completion or earlier termination of the agreement. This co-operation, during the setting up operations period of the replacement Supplier (if any), shall extend to allowing full access to, and providing copies of all documents, reports, summaries and other information necessary in order to achieve an effective transition.

**39. TUPE**

39.1 The Supplier shall indemnify and keep indemnified the College against any loss incurred by the College connected with or arising from any claim or proceedings by any trade union, elected employee representative or staff association made against the College in respect of any or all of the Supplier's staff or employees or any other employee of the Supplier or its sub-contractors and which arises from or is connected with any failure by the Supplier to comply with its legal obligations in relation thereto whether under Section 188 of the Trade Union and Labour Relations (Consolidation) Act 1992 or TUPE.

39.2 The Supplier shall indemnify and keep indemnified the College against any loss incurred by the College connected with or arising from the contract of employment or any policy applicable to, or any collective agreement in respect of any of the Supplier's staff or any other person at any time employed by (or engaged as a consultant by) the Supplier or its sub-contractors made against the College at any time for breach of such contract, policy or redundancy, pay, sex, race or disability discrimination, equal pay, unlawful deductions, loss of earnings, industrial or personal injury or otherwise relating to their employment by the Supplier and which results from any act, fault or omission of the Supplier or such other person was employed by the Supplier, save to the extent that the liability arises from any wrongful act by the College or its employees.

39.3 The Supplier shall indemnify and keep indemnified the College against any loss incurred from any change or proposed change to the terms and conditions of employment of any or all of the Supplier's staff or any other employee of the Supplier or its sub-contractors where such change is or is proposed to be effected following the transfer of any such person pursuant to the agreement and in respect of any loss incurred by the College arising from the employment or proposed employment of any such

person otherwise than on terms the same as those enjoyed by any such person immediately prior to such transfer.

39.4 Except with the proper written consent of the College, the Supplier shall not vary any terms and conditions of employment of any employee or any policy collective agreement applicable to any employee then assigned by the Supplier or its sub-contractors to the discharge of the Contract (provided always that this provision shall not affect the right of the Supplier to give effect to any pre-existing contractual obligation to any such employee) nor remove or replace any particular employee so assigned (unless requested by such employee or upon the resignation of such employee in which case the Supplier shall replace such person with another person of similar skills, qualifications and experience) after the College has served notice of the termination of the Contract or after the Supplier shall have otherwise become aware of the proposed termination or re-tendering of this agreement, any Contract or the provision by it of the Goods and Services.

## 40. General

40.1 **Assignment and subcontracting.**

(a) The College may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.

(b) The Supplier may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract without the College's prior written consent.

40.2 **Notices.**

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post, recorded delivery, commercial courier or email.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 40.2(a); if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one Business Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

40.3 **Severance.**

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

(b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

40.4 **Waiver.** A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

40.5 **Third party rights.** A person who is not a party to the Contract shall not have any rights under or in connection with it.

40.6 **Variation.** Except as set out in the Contract, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the College. A valid College purchase order must be quoted on invoices to support any increases in price.

40.7 **Conflict.** Any employee of the Supplier shall not be directly or indirectly engaged, concerned or have any financial interest in any capacity with a The College or any of their employees, unless prior written approval is obtained from the College concerned.

40.8 **Governing law and jurisdiction**. This Contract and proceedings relating to 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 brought in the courts whereby the College is domiciled. Each party agrees that the specified courts shall have exclusive jurisdiction over such disputes or claims save that any counterclaim may be brought in any proceedings already commenced.

40.9 The parties shall attempt to resolve any dispute arising out of or relating to this contract through negotiations between senior executives of the parties, who have authority to settle the same. If the matter is not resolved by negotiation within 30 days of receipt of a written 'invitation to negotiate', the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (ADR) procedure, or in default of agreement, through an ADR procedure as recommended to the parties by the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators.

If the matter has not been resolved by an ADR procedure within 60 days of the initiation of that procedure, or if any party will not participate in an ADR procedure, the dispute may be referred to arbitration by any party. Should the parties be unable to agree on an arbitrator or arbitrators, or be unable to agree on the Rules for Arbitration, any party may, upon giving written notice to other parties, apply to the President or the Vice President, for the time being, of the Chartered Institute of Arbitrators for the appointment of an Arbitrator or Arbitrators and for any decision on rules that may be necessary. Nothing in this clause shall be construed as prohibiting a party or its affiliate from applying to a court for interim injunctive relief.

**ANNEX 1**

# DATA SHARING & PROCESSING AGREEMENT

A College Data Sharing and Process Agreement to be completed where personal information of staff or students etc will be processed by the supplier on information provided by CRC. If this is the case then data sharing & processing agreement can be completed separately and labelled Annex 1.