

Terms and Conditions of Contract

1. Definitions

'we', 'us' and 'our' means the University of East London ("UEL").

'you' and 'your' means the supplier named in the Purchase Order.

'Charges' means the charges or fees stated in the Purchase Order.

'Data Protection Laws' means the UK Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003.

'Deliverables' means the products and works described in the Purchase Order.

'Intellectual Property Rights' ('IP Rights') mean patents, trademarks, service marks, registered designs, copyrights, database rights, design rights and any other similar right recognised in any jurisdiction.

'Loss' means any losses, regulatory and other fines, penalties, liabilities, damages, costs, charges, claims, amounts paid in settlement and expenses (including legal fees), disbursements, and expenses howsoever arising.

'Services' means production of the Deliverables and any other activities described in the Purchase Order.

2. Variations

2.1 Contract variations will be valid only if recorded in writing and signed by both parties.

3. Quality, Delivery and Performance

3.1 Deliverables will conform with any description in the Purchase Order.

3.2 Deliverables in the form of goods will: be new and fit for any purpose made known to you by us; be made of sound materials with skilled and careful workmanship; correspond to any description or design provided by either party during the ordering process; and properly packed and dispatched to arrive in good condition at the correct delivery address.

3.3 You will perform the Services with reasonable care, skill and diligence in accordance with good industry practice.

3.4 If in our reasonable opinion the Services are not performed in accordance with this contract, we may require you to carry out such additional work as is necessary to rectify the defects free of charge and may suspend payment of any outstanding invoice(s) while this is done.

3.5 If a remedied Deliverable still does not satisfy us or we are not able to agree with you how and when remedial work will take place, we may terminate this contract for material breach under clause 14.2 and: (i) refuse any subsequent performance which you attempt to make; (ii) reduce the Charges to an amount which fairly reflects the value of the Services performed.

4. Late or damaged Deliverables

4.1 We will not be deemed to have accepted Deliverables until we have had a reasonable time to inspect them following delivery (whether physical or electronic) or, in the case of a latent defect in the Deliverables, following the latent defect becoming apparent.

4.2 Where Deliverables in the form of goods are not delivered on time or arrive damaged, we may by written notice do any of the following: cancel any undelivered balance of the Deliverables; return for full credit and at your expense any goods that in our opinion cannot be used; require you as quickly as possible to repair or replace the Deliverables (at our option).

4.3 You must collect any rejected goods by the date specified to you by us at the time of rejection or we will return them to you at your risk and expense.

5. Property and risk

5.1 You will bear all risks of loss or damage to Deliverables until delivered to the correct address at our Premises. Without prejudice to our right of rejection, ownership of Deliverables will pass to us if we make any advance payment or otherwise on delivery of the Deliverables to the address stated in the Purchase Order.

6. Payment

6.1 We will pay the Charges within 30 days of verifying that your invoice is valid and undisputed.

6.2 The Charges are exclusive of VAT.

6.3 The Charges are limited to the total amount stated in the Purchase Order. We will not pay additional charges unless agreed in advance in writing.

6.4 You will provide such supporting information as we reasonably require in support of your invoices. We may reject any invoice which does not include our purchase order number.

6.5 If we dispute an invoice, we will pay any undisputed amount and may withhold the disputed amount until the dispute is resolved.

6.6 If we pay you invoiced later than 30 days after receiving it we will pay late payment interest on the overdue amount at the rate of 4% over the Bank of England Base rate applicable at the date on which the invoice falls due.

6.7 If you owe us any sum of money in connection with this contract we may deduct it from any payment due to you.

7. Warranty and indemnity

7.1 Unless otherwise agreed in the Specification, you will correct, repair or replace defective Deliverables for a period of twelve months from the date of delivery.

7.2 You will indemnify us against all costs and damages for which we become liable as a result of: (a) any claim for actual or alleged infringement of IP Rights in a Deliverable attributable to your acts or omissions; (b) any third party claim arising out of or in connection with defects in the Deliverables; and/or (c) breach of this contract.

8. Liability

8.1 Neither of us will be liable for any indirect Loss suffered by the other including any loss of profit, revenue or anticipated savings. For all other Losses each party's liability will be limited, subject to clauses 9.2 and 9.3, to 200% of the total Charges. Nothing in this contract excludes or limits liability for death or personal injury.

9. Insurance

9.1 You will maintain adequate insurance to cover the risks arising under this contract.

10. Freedom of Information and EIRS

10.1 You will promptly provide all assistance and cooperation as we reasonably request to enable us to comply with our obligations under the Freedom of Information Act 2000 and Environmental Information Regulations 2004.

11. Intellectual Property

11.1 You hereby assign your IP Rights in the Deliverables (including any part-completed Deliverables), and waive all moral rights in the Deliverables..

11.2 You warrant that the Deliverables will not infringe the Intellectual Property Rights of any third party.

12. Assignment and sub-contracting

12.1 You may not assign or sub-contract the Contract without our written consent.

13. Compliance

13.1 You will comply with Data Protection Laws and our data sharing agreement if included.

13.2 You will not breach and will ensure that your subcontractors do not breach the Bribery Act 2010 and you will not do or omit to do anything and ensure that your subcontractors will not do or omit to do anything not that would cause us to breach the Anti-bribery Laws.

13.3 You will comply with the Modern Slavery Act 2015. You will take steps to ensure your operations and supply chains are trafficking and slavery free and will include similar provisions to this clause in your supplier contracts.

14. Termination

14.1 The Contract will automatically terminate on the date specified in the Purchase Order.

14.2 We may terminate the Contract: (i) by giving you no less than 30 days' written notice; or (ii) by giving immediate written notice if: we are entitled to do so under clause 3.7 or 3.8 and/or you are in material breach of any obligation under the Contract which is not capable of remedy or are in material breach of any obligation under the Contract which is capable of remedy, and that breach is not remedied within 14 days of us notifying you of the breach and requiring it to be remedied or you cease to carry on business, are declared bankrupt, or an order is made or a resolution passed for your winding up or for the appointment of an administrator, receiver or liquidator.

14.3 Termination will not affect the accrued rights of either party.

14.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry shall remain in full force and effect.

15. General

15.1 The Contract is the entire Contract between us relating to the Services.

15.2 Notices may be given by email, hand delivered or posted by first class post to the addresses given in the Purchase Order and will be treated as served on the date of transmission if emailed (or the next working day if sent after 5pm and/or not a working day) or 2 working days after first class posting. A working day means a working day in England and Wales.

15.3 No waiver of any right or remedy under this contract will be effective unless it is in writing and signed by both parties.

15.4 Any direction or notice to be given in writing under this contract may be given by email.

15.5 This contract will be governed by English law and the Courts of England and Wales will have jurisdiction to settle any disputes which arise in connection with it.