

GENERAL CONDITIONS OF CONTRACT FOR GOODS AND SERVICES

1 DEFINITIONS

1.1 For the purposes of these Conditions, except where expressly stated to the contrary, the following expressions shall have the following meanings:

“Associated Person” has the meaning ascribed to it in section 8 of the Bribery Act and will include any employees, agents and/or subcontractors of the Supplier;

“Authorised Officer” means LSBU’s representative authorised, either generally or specifically, by LSBU to represent LSBU in connection with the Contract, including signing LSBU’s Purchase Orders;

“Bribery Act” means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

“Commercially Sensitive Information” means the information listed in Appendix 2 comprising the information of a commercially sensitive nature relating to the Supplier, its Intellectual Property rights or its business or which the Supplier has indicated to LSBU that, if disclosed by LSBU, would cause the Supplier significant commercial disadvantage or material financial loss.

“Conditions” means the standard terms and conditions of purchase as set out in this document and as varied or amended from time to time in accordance with Condition 35;

“Confidential Information” means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the Data Protection Legislation;

“Contract” means the contract between LSBU and the Supplier consisting of the Purchase Order and these Conditions;

“Contract Period” means the period from the commencement date as stated in the Purchase Order until the earlier of:

- a) the expiry date as stated in the Purchase Order; or
- b) the date on which the Contract is terminated pursuant to these Conditions;

“Contract Price” means the price exclusive of Value Added Tax (VAT) payable to the Supplier by LSBU under the Contract for full and proper performance by the Supplier of its obligations under the provisions of the Contract;

“Controller” shall have the meaning given in the GDPR;

“Data Loss Event” means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under the Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of the Contract, including any Personal Data Breach;

“Data Protection Legislation” means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 subject to Royal Assent to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

“Data Protection Impact Assessment” means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

“Data Protection Officer” has the meaning given in the GDPR;

“Data Subject” has the meaning given in the GDPR;

“Data Subject Access Request” means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

“DOTAS” means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992;

“Employment Liabilities” means all employment related claims (whether in tort, contract, statute, common law, European law or otherwise), including claims for: damages for breach of contract, redundancy payments, unlawful deduction of wages, unfair, wrongful or constructive dismissal compensation, compensation for equal pay or discrimination relating to any protected characteristics under the Equality Act 2010, compensation for less favourable treatment of part-time workers or fixed-term employees or agency workers and any claims for compensation under any other applicable employment legislation or Codes of Practice, costs and expenses reasonably incurred in connection with a claim or investigation by any enforcement, regulatory or supervisory body (including any investigation by the Equality and Human Rights Commission) and any requirements which may arise from such investigation, any payment made by way of settlement of any of the above claims and any legal fees, disbursements and other expenses related to any such claims;

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

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

“GDPR” means the General Data Protection Regulation (*Regulation (EU) 2016/679*);

“Goods” means the goods to be provided as specified in the Contract and shall, where the context so admits, include any services incidental to the provision of such goods;

“Information” has the meaning given under section 84 of FOIA;

“Intellectual Property” means any and all copyrights, database rights, patents, registered and unregistered trademarks, service marks, registered and unregistered designs, trade secrets, moral rights, know-how, confidential information, business and domain names and all other intellectual property rights whether registered or unregistered including any applications for and renewal or extension of any of those rights and all similar or equivalent rights or form of protection in any part of the world;

“Law” means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements or any regulatory body of which the Supplier is bound to comply;

“LED” means the Law Enforcement Directive (*Directive (EU) 2016/680*);

“LSBU” means London South Bank University, a company incorporated in England and Wales (company number 986761) whose registered office is at 103 Borough Road, London, SE1 0AA;

“LSBU Group” means LSBU, any subsidiary or holding company from time to time of LSBU, and any subsidiary from time to time of a holding company of LSBU;

“Party” means a party to the Contract and “Parties” shall be interpreted accordingly;

“Personal Data” has the meaning given in the GDPR;

“Personal Data Breach” has the meaning given in the GDPR;

“Premises” means all or any part of any premises which are for the time being under the management and control of LSBU and to which the Goods are going to be delivered and/or at which the Services are to be performed;

“Processor” has the meaning given in the GDPR;

“Prohibited Act” means any of the following which shall constitute Prohibited Acts:

- a) to directly or indirectly offer, promise or give any person working for or engaged by LSBU a financial or other advantage to:
 - i induce that person to perform improperly a relevant function or activity; or
 - ii reward that person for improper performance of a relevant function or activity;
- b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract; and
- c) committing any offence:

- i under the Bribery Act;
- ii under Laws creating offences concerning fraudulent acts;
- iii at common law concerning fraudulent acts relating to this Contract or any other contract with LSBU; or
- iv defrauding, attempting to defraud or conspiring to defraud LSBU;

“Protective Measures” means appropriate technical and organisational measures which may include pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;

“Purchase Order” means a purchase order duly authorised by LSBU’s Authorised Officer setting out LSBU’s requirement for the Contract, having these Conditions on its reverse or attached to it or referring to them on its face;

“Request for Information” means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;

“Services” means the services to be provided as specified in the Contract and shall, where the context so admits, include any materials, articles or goods incidental to such services (and such materials, articles or goods shall be deemed to be Goods for the purposes of these Conditions);

“Specification” means any description or specification (including any related plans or drawings) for the Goods and/or Services included in the Purchase Order or supplied or advised by LSBU to the Supplier or agreed in writing by LSBU and the Supplier, including any plans, patterns, drawings, data or other information relating to the Goods or Services;

“Sub-processor” means any third party appointed to process Personal Data on behalf of the Supplier related to the Contract;

“Supplier” means the Party who is to supply the Goods and/or Services and any employees, subcontractors or agents of the said Party;

“Supplier Personnel” means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor engaged in the performance of its obligations under the Contract;

“Working Day” means a day (other than a Saturday, a Sunday or a public holiday in England) on which banks in London are open for business.

1.2 The interpretation and construction of the Contract shall be subject to the following provisions:

1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;

1.2.2 words importing the masculine include the feminine and the neuter;

1.2.3 reference to a clause is a reference to the whole of that clause unless stated otherwise;

- 1.2.4 reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- 1.2.5 reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- 1.2.6 the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”; and
- 1.2.7 headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract.

2 THE CONTRACT

- 2.1 The Supplier agrees to sell and LSBU agrees to purchase the Goods and/or Services in accordance with the Contract.
- 2.2 The Contract supersedes all prior agreements and arrangements of whatever nature and sets out the entire agreement and understanding between the Parties relating to the Goods and/or Services. The Contract applies in place of and prevails over any other terms, conditions and prior representations, whether contained in correspondence or implied by custom or law (including any of the Supplier's conditions of sale, notwithstanding reference to them in any acknowledgement or acceptance of a Purchase Order or any other communication by the Supplier to LSBU).
- 2.3 All representations, statements or warranties made or given by the Supplier, its servants and agents (whether orally or in writing, in the Specification or in any of the Supplier's brochures, catalogues and/or advertisements) regarding the quality and fitness for purpose of the Goods and/or Services or any of them shall be deemed to be express conditions of the Contract.
- 2.4 Each Purchase Order shall be deemed to be an offer by LSBU to purchase the Goods and/or Services subject to these Conditions and a Purchase Order shall be deemed to be accepted by the Supplier on the earlier of the Supplier giving written notice of acceptance or any act by the Supplier consistent with fulfilling the Purchase Order.

3 THE GOODS AND SERVICES

- 3.1 Unless otherwise specified, the Supplier shall provide all plant, tools, material, labour, haulage and any other things necessary to fulfil the Supplier's obligations under the Contract.
- 3.2 The Goods shall:
 - 3.2.1 conform in every respect with the provisions of the Contract;
 - 3.2.2 be capable of all standards of performance specified in the Contract;
 - 3.2.3 be fit for any purpose made known to the Supplier expressly or by implication and in this respect LSBU shall rely on the Supplier's skill and judgement;
 - 3.2.4 be new (unless otherwise specified on the Purchase Order) and be of sound materials and skilled and careful workmanship;

- 3.2.5 correspond in all respects with their description and any Specification;
 - 3.2.6 be of satisfactory quality;
 - 3.2.7 be free from defects in design, material and workmanship and remain so for the period stated in the Purchase Order or, if no such period is specified, for 12 (twelve) months after delivery; and
 - 3.2.8 comply with all Laws relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.3 In performing the Services, the Supplier shall:
- 3.3.1 meet any performance dates for the Services specified in the Purchase Order or notified to the Supplier by LSBU;
 - 3.3.2 co-operate with LSBU in all matters relating to the Services and comply with all instructions from LSBU;
 - 3.3.3 perform the Services with the best care, skill and diligence and in accordance with best practice in the Supplier's industry, profession or trade;
 - 3.3.4 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 the Contract;
 - 3.3.5 ensure that the Services will conform with all descriptions and specifications set out in any Specification;
 - 3.3.6 observe all health and safety rules and regulations and any other security requirements that apply at any of LSBU's premises; and
 - 3.3.7 not do or omit to do anything which may cause LSBU to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business and the Supplier acknowledges that LSBU may rely or act on the Services.
- 3.4 LSBU's rights under these Conditions are in addition to the statutory conditions implied in favour of LSBU by the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982.
- 3.5 The Supplier shall at all times have and maintain all licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract and shall comply with all Laws in the performance of the Contract.

4 DELIVERY

- 4.1 The Goods shall be delivered and/or the Services performed to/at the address and on the date stated on the Purchase Order.
- 4.2 On dispatch of any consignment of the Goods the Supplier shall send to LSBU at the address for delivery of the Goods an advice note specifying the means of transport, the place and date of dispatch, the number of packages and their weight and volume.
- 4.3 Delivery of the Goods shall be complete when the Goods have been off-loaded, unpacked, stacked, assembled and installed as specified in the Purchase Order.

- 4.4 Time of delivery of the Goods and/or performance of the Services shall be of the essence of the Contract.
- 4.5 The Supplier shall supply LSBU in good time with any instructions or other information required to enable LSBU to accept delivery of the Goods and/or performance of the Services.
- 4.6 Unless otherwise stipulated by LSBU in the Purchase Order, deliveries and/or performance shall only be accepted by LSBU within its usual business hours.
- 4.7 The Supplier shall not deliver any Goods by instalments unless LSBU so agrees in writing, in which case the Contract will be construed as a single contract in respect of each instalment. Nevertheless failure by the Supplier to deliver any one instalment shall entitle LSBU at its option to treat the whole Contract as repudiated and to the remedies set out in Condition 9.
- 4.8 If the Supplier delivers in excess of the quantity ordered, LSBU may reject the whole or may accept only the quantity ordered and shall not be bound to pay for any excess it does not accept, which will be and remain at the Supplier's risk and will be returnable at the Supplier's expense.
- 4.9 If the Supplier delivers less than the quantity ordered, LSBU may reject the Goods, which in such case shall be and remain at the Supplier's risk and will be returnable at the Supplier's expense.
- 4.10 If the Supplier delivers in excess of or less than the quantity ordered, LSBU may accept delivery, in which case the price shall be adjusted pro-rata.

5 LABELLING AND PACKAGING

- 5.1 The Goods shall be properly packed and secured for delivery to LSBU in undamaged condition. They shall be marked in a proper manner and in accordance with all Laws and any requirements of the carriers. In particular, the Goods shall be marked with the Purchase Order number (or other reference number if appropriate) the date of the Purchase Order, the net, gross and tare weights, any special storage conditions, the name of the contents shall be clearly marked on each container and all containers of hazardous Goods (and all documents relating thereto) shall bear prominent and adequate warnings.
- 5.2 All packaging materials will be considered non-returnable and will be destroyed unless the Supplier informs LSBU in writing that such materials will be charged for unless returned. LSBU accepts no liability in respect of the non-arrival at the Supplier's premises of empty packages returned by LSBU unless the Supplier shall within ten (10) days of receiving notice from LSBU that the packages have been dispatched notify LSBU of such non-arrival.

6 INSPECTION OF THE GOODS

- 6.1 The Supplier shall permit LSBU and/or its authorised representatives to make any inspections or tests of the Goods prior to their delivery which may reasonably be required and the Supplier shall afford all reasonable facilities and assistance free of charge at the Supplier's premises.
- 6.2 If LSBU and/or its authorised representatives are not reasonably satisfied that the Goods or their manufacture or processing comply in all respects with the Contract the Supplier shall take all necessary steps at the Supplier's expense to ensure such compliance and LSBU shall have the right to require and witness further testing and inspection.

- 6.3 No failure to make a complaint at the time of such inspection or tests and no approval given during or after such inspections or tests shall constitute a waiver by LSBU of any rights or remedies in respect of the Goods (and, in particular, LSBU retains the right to reject the Goods, and the Supplier shall remain fully responsible for the Goods).

7 RISK AND OWNERSHIP

- 7.1 The Goods shall remain at the risk of the Supplier until delivery to LSBU is complete, when the risk in the Goods shall pass to LSBU.
- 7.2 Title in the Goods shall pass to LSBU on the earlier of payment or delivery.

8 PREMISES

- 8.1 The Supplier is deemed to have inspected the Premises before tendering so as to have understood the nature and extent of the Goods to be provided and/or Services to be carried out and be satisfied in relation to all matters connected with the Goods and/or Services and the Premises. LSBU shall, at the request of the Supplier, grant such access as may be reasonable for this purpose.
- 8.2 Access to the Premises shall not be exclusive to the Supplier but only as shall enable delivery and installation (where relevant) of the Goods and/or performance of the Services concurrently with the execution of work by others. The Supplier shall cooperate with such others as LSBU may reasonably require.
- 8.3 Where any access to the Premises is necessary in connection with delivery and (where relevant) installation of the Goods and/or performance of the Services the Supplier shall at all times comply with the reasonable requirements of LSBU's Head of Security.
- 8.4 The Supplier must take reasonable care to ensure that in the execution of the Contract it does not disrupt the operations of LSBU, their employees or any other contractor employed by LSBU.
- 8.5 On completion of delivery and (where relevant) installation of the Goods and/or performance of the Services the Supplier shall remove all plant, equipment and unused materials belonging to the Supplier and shall clear away from the Premises all rubbish arising out of the Services and leave the Premises in a neat and tidy condition.
- 8.6 LSBU shall have the power at any time during the installation of the Goods and/or the performance of the Services to order the removal from the Premises of any Goods which in the opinion of LSBU are either hazardous, noxious or not in accordance with the Contract and the Supplier shall promptly replace any such Goods with proper and suitable materials.

9 REMEDIES

- 9.1 If the Goods are not delivered and (where relevant) installed and/or the Services are not performed on the due date then, without prejudice to any other rights or remedies which it may have, LSBU reserves the right to:
- 9.1.1 terminate the Contract in whole or in part, without liability to LSBU;
- 9.1.2 refuse to accept any subsequent delivery of the Goods and/or performance of the Services which the Supplier attempts to make;
- 9.1.3 reject any of the Goods that may already have been delivered;

- 9.1.4 recover from the Supplier any expenditure reasonably incurred by LSBU in obtaining the Goods and/or performance of the Services in substitution from another Supplier;
 - 9.1.5 where LSBU has paid in advance for Goods and/or Services that have not been delivered or provided (or paid for any Goods already delivered but which LSBU is now rejecting), to have such sums refunded by the Supplier; and/or
 - 9.1.6 claim damages for any losses incurred or to be incurred by LSBU which are in any way attributable to the Supplier's failure to deliver and (where relevant) install the Goods and/or perform the Services on the due date.
- 9.2 Without prejudice to any other rights or remedies LSBU may have, if any Goods and/or Services are not supplied or performed in accordance with, or the Supplier fails to comply with, any of the provisions of Conditions 3 and 5, LSBU shall (without prejudice to any other rights or remedies it may have) be entitled to any one or more of the following remedies at its discretion, whether or not any part of the Goods and/or the Services has been accepted by LSBU:
- 9.2.1 to terminate the Contract, without liability to the Supplier;
 - 9.2.2 to reject the Goods (in whole or in part and whether or not title has passed) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid immediately by the Supplier;
 - 9.2.3 where LSBU has paid in advance for Goods and/or Services that have not been delivered or provided, to have such sums refunded by the Supplier;
 - 9.2.4 at LSBU's option, to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Goods and/or Services or to supply replacement Goods and/or to re-perform the Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
 - 9.2.5 to refuse to accept any further deliveries of the Goods and/or performance of the Services which the Supplier attempts to make;
 - 9.2.6 to carry out at the Supplier's expense any work necessary to make the Goods and/or the Services comply with the Contract;
 - 9.2.7 to claim such losses as may have been sustained in consequence of the Supplier's breaches of the Contract including any costs reasonably incurred by LSBU in obtaining the Goods and/or performance of the Services in substitution from another supplier; and
 - 9.2.8 to claim damages for any losses incurred or to be incurred by LSBU which are in any way attributable to the Supplier's failure.
- 9.3 These Conditions shall extend to and apply in respect of any substituted or remedial services or repaired or replacement goods supplied by the Supplier.

10 PRICE AND PAYMENT

- 10.1 The Contract Price shall be that stated in the Purchase Order (or, if no price is stated in the Purchase Order, the price set out in the Supplier's published price list applicable on the date the Purchase Order is deemed accepted under Condition 2.4) and unless otherwise agreed in writing by LSBU shall be exclusive of value added tax (which shall be payable by LSBU

subject to receipt of a VAT invoice) but inclusive of all other charges, including packaging, insurance and carriage.

- 10.2 Neither variation in the Contract Price nor extra charges will be applicable at any time without express acceptance in writing by a duly authorised representative of LSBU.
- 10.3 In respect of the Goods, the Supplier shall invoice LSBU on or at any time after completion of delivery or (where the Goods are to be installed) installation. In respect of the Services, the Supplier shall invoice LSBU on completion of the Services. Each invoice shall include such supporting information as is required by LSBU to verify the accuracy of the invoice and shall quote the number (if any) of the Purchase Order to which it relates.
- 10.4 Unless otherwise agreed between LSBU and the Supplier and stated in the Purchase Order, payment will be made within thirty (30) days of receipt of an agreed invoice.
- 10.5 Time for payment shall not be of the essence of the Contract.
- 10.6 Without prejudice to any other rights or remedies it may have, LSBU reserves the right to set off any amount owing at any time from the Supplier to LSBU (whether under a Contract or any other agreement between the Parties) against any amount payable by LSBU to the Supplier under the Contract.
- 10.7 The Supplier shall make all payments due under or in respect of the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless required by law.
- 10.8 LSBU shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier, whether or not shown in the Supplier's own terms of sale.
- 10.9 Interest shall be payable on the late payment of any undisputed invoices for Goods or Services accruing on a daily basis from the due date until payment is made in full, both before and after any judgment, at 2% per annum above the Bank of England's base rate from time to time.
- 10.10 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services and installing the Goods, and the Supplier shall allow LSBU to inspect such records at all reasonable times on request.
- 10.11 The Supplier shall ensure that a clause is included in any contract between the Supplier and any sub-contractor or supplier employed by the Supplier that requires payment to be made of undisputed sums by the Supplier to the sub-contractor within thirty (30) days from the receipt of a valid invoice.

11 SUPPLIER'S PERSONNEL

- 11.1 The Supplier shall take the steps reasonably required by LSBU to prevent unauthorised persons being admitted to the Premises. If LSBU gives the Supplier notice that any person is not to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the performance of the Contract, the Supplier shall take all reasonable steps to comply with such notice and, if required by LSBU, the Supplier shall replace any person removed under this Condition with another suitably qualified person and procure that any pass issued to the person removed is surrendered.

- 11.2 If and when instructed by LSBU, the Supplier shall give to LSBU a list of names and addresses of all persons who are or may be at any time concerned with the installation of the Goods and/or performance of the Services or any part of them, specifying the capacities in which they are so concerned, and giving such other particulars and evidence of identity and other supporting evidence as LSBU may reasonably require.
- 11.3 The decision of LSBU as to whether any person is to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the performance of the Contract and as to whether the Supplier has furnished the information or taken the steps required of them by this Condition shall be final and conclusive.
- 11.4 The Supplier shall bear the cost of any notice, instruction or decision of LSBU under this Condition 11.

12 TUPE AND EMPLOYMENT LIABILITIES

- 12.1 The Parties believe that neither the commencement nor the cessation of the supply of the Services under the Contract constitute a relevant transfer for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or equivalent legislation (the “**Employment Regulations**”) and, accordingly, that it will not operate so as to transfer the contracts of employment of any of:
- 12.1.1 LSBU’s, or any member of the LSBU Group’s, employees to the Supplier or any sub-contractor at any time on or following the commencement of the Contract; or
- 12.1.2 the Supplier’s, or its sub-contractor’s, employees to LSBU or any member of the LSBU Group or any replacement provider of the Services at any time on or following the expiry or termination of the Contract.
- 12.2 LSBU shall indemnify and hold the Supplier harmless against all demands, claims, costs or liabilities (including all reasonable legal expenses) arising which the Supplier may suffer arising from or in connection with:
- 12.2.1 the termination of the contract of employment of any employee of LSBU; or
- 12.2.2 any claim made by any employee of LSBU by virtue of the Employment Regulations, on or following the commencement of the Contract as a result of or in connection with the commencement of the Contract.
- 12.3 The Supplier shall indemnify and hold LSBU, any member of the LSBU Group and any replacement provider of the Services harmless against all demands, claims, costs or liabilities (including all reasonable legal expenses) arising which LSBU, any member of the LSBU Group, or any replacement provider of the Services may suffer arising from or in connection with:
- 12.3.1 the termination of the contract of employment of any employee of the Supplier or its sub-contractors; or
- 12.3.2 any claim made at any time by any employee of the Supplier or its sub-contractors, by virtue of the Employment Regulations on or following the commencement of the Contract as a result of or in connection with the expiry or termination of the Contract or of individual elements of the Contract; and

12.3.3 all Employment Liabilities that may arise as a result of any claims brought against LSBU, any member of the LSBU Group or any replacement provider of the Services by:

- a) employees or former employees of LSBU, any member of the LSBU Group or any replacement provider of the Services where such claim arises from any act or omission of the Supplier; and/or
- b) any employee of the Supplier or its sub-contractors.

12.4 If any contract of employment of, or collective agreement relating to, the Supplier's, or its sub-contractor's, employees is found to have effect on or after the commencement date specified in the Purchase Order as if originally made with LSBU or any member of the LSBU Group or any replacement provider of the Services as a result of the Employment Regulations, LSBU or the relevant member of the LSBU Group or replacement provider may terminate such contract or agreement.

12.5 On the termination or expiry of the Contract, or of individual elements of the Contract, the Supplier shall use its best endeavours to redeploy any employees assigned to the provision of the Services.

13 FORCE MAJEURE

13.1 If either Party is delayed or prevented in the performance of any of its obligations under the Contract by an event, circumstance or cause beyond its reasonable control which by its nature could not have been foreseen or, if foreseeable, was unavoidable (save any that merely increases the cost of performing such obligations and excluding any strikes, lock-outs or other industrial disputes involving its own workforce or that of any of its agents or sub-contractors), that party shall not be liable for such delay or non-performance and the time for performance of the affected obligation shall be extended by such period as is reasonable to enable that party, using all reasonable endeavours, to perform that obligation.

13.2 If the performance of the affected Party's obligations under the Contract are delayed or prevented as described in Condition 13.1 for a continuous period of three (3) or more months, then LSBU may terminate the Contract immediately by giving written notice to the Supplier.

14 LIABILITY AND INDEMNITY

14.1 Neither Party excludes or limits liability to the other Party:

14.1.1 under the indemnities given in this Contract;

14.1.2 for breach of Condition 18;

14.1.3 for death or personal injury caused by its negligence;

14.1.4 for fraud;

14.1.5 for fraudulent misrepresentation;

14.1.6 for any breach of any obligations implied by Section 12 of the Sale of Services Act 1979 or Section 2 of the Supply of Services and Services Act 1982; or

14.1.7 arising in respect of a defective product by virtue of the Consumer Protection Act 1987.

- 14.2 Subject to Conditions 14.1 and 14.3, the Supplier shall indemnify LSBU and keep LSBU indemnified fully against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or the late or purported supply, of the Goods and/or the Services or the performance or non-performance by the Supplier of its obligations under the Contract or the presence of the Supplier on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused directly or indirectly by any act or omission of the Supplier.
- 14.3 The Supplier shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of LSBU or by breach by LSBU of its obligations under the Contract.
- 14.4 Subject always to Condition 14.1 the liability of either Party under the Contract shall be subject to the following financial limits:
- 14.4.1 the aggregate liability of either Party for all defaults resulting in direct loss of or damage to the property of the other under or in connection with the Contract shall in no event exceed five million pounds (£5,000,000); and
- 14.4.2 the annual aggregate liability under the Contract of either Party for all defaults shall in no event exceed the greater of two million pounds (£2,000,000) or (one hundred and fifty per cent (150%) of the Contract Price paid or payable by LSBU to the Supplier in the year in which the liability arises.
- 14.5 Subject always to Condition 14.1, in no event shall either Party be liable to the other for any indirect or consequential loss or damage.
- 14.6 The Supplier shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure resulting from the default of the Supplier.

15 INSURANCE

- 15.1 The Supplier shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier. Such insurance shall be maintained for the duration of the Contract and for a minimum of six (6) years following the expiration or earlier termination of the Contract.
- 15.2 The Supplier shall give LSBU, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

16 ARTICLES ON LOAN AND USE OF INFORMATION

- 16.1 All tools, materials, patterns, drawings, samples, specifications, photographs and other equipment and data (the "**Articles**") loaned by LSBU to the Supplier in connection with the Contract shall remain always LSBU's property and be surrendered to LSBU 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.

16.2 The Supplier agrees that no copy of any of the Articles will be made without the consent in writing of LSBU's Authorised Officer. Until the Supplier returns all the Articles to LSBU 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 the Articles shall be made good by the Supplier at the Supplier's expense. All scrap arising from the supply of the Articles shall be disposed of by the Supplier and all proceeds of sales of such scrap must promptly be paid to LSBU in full.

17 INTELLECTUAL PROPERTY

17.1 All information, techniques, know-how, software and materials (including but not limited to Intellectual Property and regardless of the form or medium of disclosure and/or storage) which is made available by one Party (the "**Source Party**") to the other Party for the purposes of or in connection with the Contract shall, subject to Condition 17.2, remain the property of the Source Party.

17.2 All Intellectual Property created by either Party for the purposes of or in connection with the Contract shall be the property of LSBU, and to the extent that title in such Intellectual Property does not automatically vest in LSBU pursuant to this Condition 17.2, the Supplier shall at its own cost perform all such acts and execute all such documents as may be necessary to perfect LSBU's legal title to it. The Supplier hereby assigns to LSBU, all Intellectual Property created in the course of meeting the requirements for the Contract.

17.3 Each Party hereby grants the other Party a royalty free, non-exclusive, non-transferable licence to use so much of its Intellectual Property as it is necessary for the other Party to use for the purposes of or in connection with the Contract, but for no other purposes and in no other connection.

17.4 The Supplier shall indemnify LSBU against any claims, liabilities, costs, losses, expenses, proceedings and damages arising out of or in connection with any infringement or alleged infringement of Intellectual Property rights arising out of or in connection with the manufacture, supply or use of the Goods or the supply, receipt or use of the Services ("Claim").

17.5 Subject to Condition 17.6, the Supplier shall notify LSBU of and shall, at the Supplier's own cost and expense, control any litigation arising from (including all negotiations in connection with) a Claim and any related proceedings or settlement negotiations, except that LSBU shall be entitled to take any action which it deems necessary if the Supplier fails to take action, or (in LSBU's reasonable opinion) delays taking action in defending or settling any such Claim and such failure or delay may, in the reasonable opinion of LSBU, prejudice the interests of LSBU. LSBU shall at the request of the Supplier, afford the Supplier all reasonable assistance for the purpose of contesting any such claims, demands and actions and the Supplier shall reimburse LSBU for all costs and expenses (including, but not limited to legal costs and disbursements on a full indemnity basis) incurred in so doing.

17.6 In the event of any infringement or alleged infringement of any Intellectual Property rights, if so requested by LSBU (and without prejudice to LSBU's right to be indemnified pursuant to Condition 17.4), the Supplier shall either:

17.6.1 take all such steps as may be necessary to avoid the infringement or the alleged infringement of Intellectual Property rights; or

17.6.2 procure such licence as may be necessary to continue the carrying out of the Services without infringement, on terms which are reasonably acceptable to LSBU.

18 CONFIDENTIALITY

- 18.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:
- 18.1.1 treat the other party's Confidential Information as confidential and safeguard it accordingly; and
 - 18.1.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.
- 18.2 Clause 18.1 shall not apply to the extent that:
- 18.2.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to Condition 19 (Freedom of Information);
 - 18.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 18.2.3 such information was obtained from a third party without obligation of confidentiality;
 - 18.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
 - 18.2.5 it is independently developed without access to the other party's Confidential Information.
- 18.3 The Supplier may only disclose LSBU's Confidential Information to the Supplier Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Supplier Personnel are aware of and shall comply with these obligations as to confidentiality.
- 18.4 The Supplier shall not, and shall procure that the Supplier Personnel do not, use any of LSBU's Confidential Information received otherwise than for the purposes of this Contract.
- 18.5 At the written request of LSBU, the Supplier shall procure that those members of the Supplier Personnel identified in LSBU's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- 18.6 Nothing in the Contract shall prevent LSBU from disclosing the Supplier's Confidential Information:
- 18.6.1 to any consultant, contractor or other person engaged by LSBU;
 - 18.6.2 for the purpose of the examination and certification of LSBU's accounts; or
 - 18.6.3 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which LSBU has used its resources.
- 18.7 LSBU shall use all reasonable endeavours to ensure that any employee, third party or sub-contractor to whom the Supplier's Confidential Information is disclosed pursuant to Condition 1.1 is made aware of LSBU's obligations of confidentiality.

18.8 Nothing in this Condition 18 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of their Intellectual Property.

18.9 In the event that the Supplier fails to comply with this Condition 18, LSBU reserves the right to terminate the Contract with immediate effect by notice in writing.

19 FREEDOM OF INFORMATION

19.1 The Supplier acknowledges that LSBU is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with LSBU (at the Supplier's expense) to enable LSBU to comply with these Information disclosure requirements.

19.2 The Supplier shall and shall procure that its sub-contractors shall:

19.2.1 transfer the Requests for Information to LSBU as soon as practicable after receipt and in any event within three (3) days of receiving a Request for Information;

19.2.2 provide LSBU with a copy of all Information in its possession, or power in the form that LSBU requires within seven (7) days (or such other period as LSBU may specify) of LSBU requesting that Information; and

19.2.3 provide all necessary assistance as reasonably requested by LSBU to enable LSBU to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or Regulation 5 of the Environmental Information Regulations.

19.3 LSBU shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and/or any other Information:

19.3.1 is exempt from disclosure in accordance with the provisions of FOIA or the Environmental Information Regulations;

19.3.2 is to be disclosed in response to a Request for Information.

19.4 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by LSBU.

19.5 The Supplier acknowledges that (notwithstanding the provisions of Condition 18), LSBU may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice (the "Code") on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of FOIA, November 2004), be obliged under FOIA or the Environmental Information Regulations to disclose Information:

19.5.1 without consulting with the Supplier, or

19.5.2 following consultation with the Supplier and having taken its views into account.

provided always that where clause 19.5.2 applies LSBU shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

- 19.6 The Supplier shall ensure that all Information produced in the course of the Contract or relating to the Contract is retained for disclosure during the Contract Period and for a period of six (6) years following termination or expiry of the Contract and shall permit LSBU to inspect such records as requested from time to time.

20 DATA PROTECTION

- 20.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, LSBU is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Appendix 1 to these Conditions by LSBU and may not be determined by the Supplier.

- 20.2 The Supplier shall notify LSBU immediately if it considers that any of the Supplier's instructions infringe the Data Protection Legislation.

- 20.3 The Supplier shall provide all reasonable assistance to LSBU in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of LSBU, include:

20.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;

20.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;

20.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

20.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

- 20.4 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under the Contract:

20.4.1 process that Personal Data only in accordance with Appendix 1 to these Conditions, unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify LSBU before processing the Personal Data unless prohibited by Law;

20.4.2 ensure that it has in place Protective Measures, which have been reviewed and approved by LSBU as appropriate to protect against a Data Loss Event having taken account of the:

- a) nature of the data to be protected;
- b) harm that might result from a Data Loss Event;
- c) state of technological development; and
- d) cost of implementing any measures;

20.4.3 ensure that:

- a) the Supplier Personnel do not process Personal Data except in accordance with the Contract (and in particular Appendix 1 to these Conditions);

- b) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
 - i are aware of and comply with the Supplier's duties under this Condition 20;
 - ii are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - iii are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by LSBU or as otherwise permitted by these Conditions; and
 - iv have undergone adequate training in the use, care, protection and handling of Personal Data; and

20.4.4 not transfer Personal Data outside of the EU unless the prior written consent of LSBU has been obtained and the following conditions are fulfilled:

- a) LSBU or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by LSBU;
- b) the Data Subject has enforceable rights and effective legal remedies;
- c) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist LSBU in meeting its obligations); and
- d) the Supplier complies with any reasonable instructions notified to it in advance by LSBU with respect to the processing of the Personal Data;

20.4.5 at the written direction of LSBU, delete or return Personal Data (and any copies of it) to LSBU on termination of the Contract unless the Supplier is required by Law to retain the Personal Data.

20.5 Subject to Condition 20.6, the Supplier shall notify LSBU immediately if it:

20.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);

20.5.2 receives a request to rectify, block or erase any Personal Data;

20.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

20.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under the Contract;

20.5.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

- 20.5.6 becomes aware of a Data Loss Event.
- 20.6 The Supplier's obligation to notify under Condition 20.5 shall include the provision of further information to LSBU in phases, as details become available.
- 20.7 Taking into account the nature of the processing, the Supplier shall provide LSBU with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Condition 20.5 (and insofar as possible within the timescales reasonably required by LSBU) including by promptly providing:
- 20.7.1 LSBU with full details and copies of the complaint, communication or request;
 - 20.7.2 such assistance as is reasonably requested by LSBU to enable LSBU to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 20.7.3 LSBU, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 20.7.4 assistance as requested by LSBU following any Data Loss Event;
 - 20.7.5 assistance as requested by LSBU with respect to any request from the Information Commissioner's Office, or any consultation by LSBU with the Information Commissioner's Office.
- 20.8 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this Condition 20. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- 20.8.1 LSBU determines that the processing is not occasional;
 - 20.8.2 LSBU determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - 20.8.3 LSBU determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 20.9 The Supplier shall allow for audits of its Data Processing activity by LSBU or LSBU's designated auditor.
- 20.10 The Supplier shall designate a data protection officer if required by the Data Protection Legislation.
- 20.11 Before allowing any Sub-processor to process any Personal Data related to the Contract, the Supplier must:
- 20.11.1 notify LSBU in writing of the intended Sub-processor and processing;
 - 20.11.2 obtain the written consent of LSBU;
 - 20.11.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this Condition 20 such that they apply to the Sub-processor; and
 - 20.11.4 provide LSBU with such information regarding the Sub-processor as LSBU may reasonably require.

- 20.12 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.
- 20.13 LSBU may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- 20.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. LSBU may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

21 PUBLICITY

- 21.1 The Supplier shall not and shall procure that no employee, agent or subcontractor shall not make any public statement or issue any press releases or any other form of publicity document or provide information to any representatives of the press, television, radio or other media relating to, connected with or arising out of the Contract or the matters contained in the Contract without obtaining LSBU's prior written approval as to its contents and manner and timing of its presentation and publication.
- 21.2 LSBU reserves the right to publish or disseminate such information about the Contract and the provision of the Goods and/or Services as it may deem appropriate (acting reasonably) from time to time.

22 PREVENTION OF BRIBERY

- 22.1 The Supplier:

22.1.1 shall not, in connection with this Contract, commit a Prohibited Act; and

22.1.2 warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by LSBU, or that an agreement has been reached to that effect, in connection with the execution of this Contract, excluding any arrangement of which full details have been disclosed in writing to LSBU before execution of this Contract.

- 22.2 The Supplier shall:

22.2.1 if requested, provide LSBU with any reasonable assistance, at LSBU's reasonable cost, to enable LSBU to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;

22.2.2 within thirty (30) Working Days of the Commencement Date, and annually thereafter, certify to LSBU in writing (such certification to be signed by an officer of the Supplier) compliance with this Condition 22 by the Supplier and all persons associated with it or other persons who are supplying goods or services in connection with the Contract. The Supplier shall provide such supporting evidence of compliance as LSBU may reasonably request;

22.2.3 shall procure and ensure that all Associated Persons comply with this Condition 22;

22.2.4 shall keep for a minimum of 6 years and at its normal place of business, detailed, accurate and up to date records and books of account showing all payments made by

the Supplier in connection with the Contract and the steps taken by the Supplier to comply with this Condition 22; and

- 22.2.5 shall permit LSBU, and any person nominated by it for this purpose to have such access on demand to the Supplier's premises, personnel, systems, books and records as LSBU may reasonably require to verify the Supplier's compliance with this Condition 22.
- 22.3 The Supplier shall have and maintain in place for the Contract Period an anti-bribery policy (which shall be disclosed to LSBU) to prevent any of its personnel from committing a Prohibited Act and to ensure compliance with the Bribery Act and this Condition 22 and shall enforce it where appropriate.
- 22.4 If any breach of Condition 22.1 is suspected or known, the Supplier must notify LSBU immediately.
- 22.5 If the Supplier notifies LSBU that it suspects or knows that there may be a breach of Condition 22.1, the Supplier must respond promptly to LSBU's enquiries, co-operate with any investigation, and allow LSBU to audit books, records and any other relevant documentation. This obligation shall continue for six (6) years following the expiry or termination of this Contract.
- 22.6 LSBU may terminate this Contract by written notice with immediate effect if the Supplier breaches Condition 22.1. In determining whether to exercise the right of termination under this Condition 22.6, LSBU shall give all due consideration, where appropriate, to action other than termination of this Contract unless the Prohibited Act is committed by the Supplier or a senior officer of the Supplier or by an employee, sub-contractor or supplier not acting independently of the Supplier. The expression "not acting independently of" (when used in relation to the Supplier or a sub-contractor) means and shall be construed as acting:
- 22.6.1 with the authority, or with the actual knowledge, of any one or more of the directors of the Supplier or the sub-contractor (as the case may be); or
- 22.6.2 in circumstances where any one or more of the directors of the Supplier ought reasonably to have had knowledge.
- 22.7 Any notice of termination under Condition 22.6 must specify:
- 22.7.1 the nature of the Prohibited Act;
- 22.7.2 the identity of the party whom LSBU believes has committed the Prohibited Act; and
- 22.7.3 the date on which this Contract will terminate.
- 22.8 Any dispute relating to:
- 22.8.1 the interpretation of Condition 22; or
- 22.8.2 the amount or value of any gift, consideration or commission,
- shall be determined by LSBU and its decision shall be final and conclusive.
- 22.9 Any termination under clause 22.6 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to LSBU.

23 ANTI-SLAVERY

23.1 The Supplier will, in connection with the Contract:

23.1.1 comply with all laws, statutes and regulations in force from time to time which apply to it or its activities and which relate to anti-slavery, forced and compulsory labour, and human trafficking, including the Modern Slavery Act 2015;

23.1.2 not do anything which would constitute an offence under section 1, 2 or 4 Modern Slavery Act 2015 if it had been carried out in the United Kingdom;

23.1.3 have and maintain its own policies and procedures to ensure compliance with paragraphs 23.1.1 and 23.1.2 above;

23.1.4 follow and enforce the policies and procedures referred to in paragraph 23.1.3 above;

23.1.5 include in its contracts with its subcontractors and suppliers anti-slavery and human trafficking provisions which are at least as onerous as those set out in this Condition 23;

23.1.6 implement an appropriate system of due diligence, audit and training for its supplies that is designed to ensure their compliance with this Condition 23;

23.1.7 promptly report to LSBU any breach of this section of this Contract of which it becomes aware;

23.1.8 provide such evidence of compliance with this Condition 23 as LSBU may reasonably request from time to time;

23.1.9 keep accurate and up to date records to trace the supply chain of all goods and materials supplied by it in connection with this Contract and the steps taken by it to comply with this section of this Contract which are sufficient to allow LSBU to verify compliance with this Condition 23; and

23.1.10 on request during normal working hours, allow LSBU and its third party representatives access to and to copy the records referred to in paragraph 23.1.9 above and to meet with its personnel to verify compliance with this Condition 23.

23.2 If the Supplier breaches this Condition 23 then, without prejudice to any other rights or remedies, LSBU may immediately terminate the Contract on written notice to the Supplier.

24 ANTI-DISCRIMINATION

24.1 The Supplier shall not unlawfully discriminate within the meaning and scope of any Law relating to discrimination (whether in age, race, gender, religion, disability, sexual orientation or otherwise) in employment.

24.2 The Supplier shall take all reasonable steps to secure the observance of Condition 24.1 by all Supplier Personnel.

24.3 The Supplier shall when either providing to or contracting on behalf of LSBU, work in ways consistent with LSBU's positive duties, as a public authority, to promote disability, gender and race equality as if the duties applied to the Supplier.

- 24.4 The Supplier will indemnify LSBU against all costs, claims, charges, demands, liabilities, losses and expenses incurred or suffered by LSBU arising out of any investigation or any proceedings brought under any Law due directly or indirectly to any act or omission by the Supplier for any breaches of Condition 24.1 to Condition 24.3.

25 ENVIRONMENTAL REQUIREMENTS

The Supplier shall perform the Contract in accordance with LSBU's Environmental and Ethical Sustainability Policy (as amended from time to time) which can be found at <http://www.lsbu.ac.uk/about-us/sustainability/strategy-and-policies>.

26 EMPLOYMENT TAXES

- 26.1 Where the Supplier is liable to be taxed in the UK in respect of consideration received under the Contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.
- 26.2 Where the Supplier is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- 26.3 LSBU may, at any time during the Contract Period, request the Supplier to provide information which demonstrates how the Supplier complies with Conditions 26.1 and 26.2 above or why those Conditions do not apply to it.
- 26.4 A request under Condition 26.3 above may specify the information which the Supplier must provide and the period within which that information must be provided.
- 26.5 LSBU may terminate this contract if:
- 26.5.1 in the case of a request mentioned in Condition 26.3 above:
- a) the Supplier fails to provide information in response to the request within a reasonable time, or
 - b) the Supplier provides information which is inadequate to demonstrate either how the Supplier complies with Conditions 26.1 and 26.2 above or why those Conditions do not apply to it;
- 26.5.2 in the case of a request mentioned in Condition 26.4 above, the Supplier fails to provide the specified information within the specified period, or
- 26.5.3 it receives information which demonstrates that, at any time when Conditions 26.1 and 26.2 apply to the Supplier, the Supplier is not complying with those Conditions.
- 26.6 LSBU may supply any information which it receives under Condition 26.3 to the Commissioners of Her Majesty's Revenue & Customs for the purpose of the collection and management of revenue for which they are responsible.

27 TERMINATION

- 27.1 LSBU shall be entitled upon the happening of any of the following events to terminate the Contract immediately by written notice:

27.1.1 the Supplier commits a material breach and:

- a) the Supplier has not remedied the material breach to the reasonable satisfaction of LSBU within twenty (20) Working Days after issue of a written notice specifying the breach and requesting it to be remedied; or
- b) the material breach is not capable of remedy.

27.1.2 the Supplier suffering an execution to be levied on its goods;

27.1.3 the Supplier having a receiver or manager or administrator or provisional liquidator appointed or has a proposal in respect of its company for a voluntary arrangement for a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986 or being subject to similar procedures under the law of any other state provided that an amalgamation or reconstruction of a limited company shall be deemed not to be a breach of this Condition;

27.1.4 the Supplier has an application made under the Insolvency Act 1986 to the Court for the appointment of an administrative receiver or has an administrative receiver appointed or is the subject of similar procedures under the law of any other state;

27.1.5 the Supplier has possession taken, by or on behalf of the holders of any debenture secured by a floating charge, of any property comprised in, or subject to, the floating charge or is the subject of similar procedures under the law of any other state;

27.1.6 the Supplier ceases or threatens to suspend or cease, to carry on all or a substantial part of its business;

27.1.7 the Supplier is in circumstances which entitle the Court or a creditor to appoint, or have appointed, a receiver, manager, administrator or administrative receiver or to begin similar procedures which entitle the Court to make a winding up order or a similar order;

27.1.8 any event similar to any of those set out in Conditions 27.1.2 to 27.1.7 occurs in relation to the Supplier (including in any jurisdiction to which it is subject); or

27.1.9 if any of the provisions of Regulation 73(1) of the Public Contracts Regulations 2015 apply. The provisions of Regulation 73 (1) of the PCR 2015 are:

- a) the Contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with regulation 72(9) of the Public Contracts Regulations 2015;
- b) the Supplier has, at the time of contract award, been in one of the situations referred to in regulation 57(1), including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure; or
- c) the Contract should not have been awarded to the Supplier in view of a serious infringement of the obligations under the Treaties and the Public Contracts Directive that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of TFEU.

27.2 LSBU shall have the right to cancel any Purchase Order without liability to the Supplier at any time up until the acceptance of such Purchase Order pursuant to Condition 2.4.

- 27.3 LSBU shall have the right to terminate the Contract in whole or in part at any time and for any reason by giving three (3) Months' written notice to the Supplier whereupon all work on the Contract shall be discontinued and LSBU shall pay to 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.
- 27.4 The Supplier shall have the right to terminate the Contract by giving three (3) Months' written notice to LSBU if LSBU fails to pay any amount due under this Contract on the due date for payment and such amount remains outstanding thirty (30) days after the Supplier gives written notice to LSBU of any such outstanding amounts.
- 27.5 Where both Goods and Services are to be supplied under the Contract, in any of the circumstances in which LSBU may, under these Conditions, terminate the Contract LSBU may instead terminate part of the Contract in respect of the Goods or in respect of the Services and the Contract shall continue in respect of the remaining supply.

28 CONSEQUENCES OF TERMINATION OR EXPIRY

- 28.1 Upon termination or expiry of the Contract:
- 28.1.1 the Supplier shall immediately cease to perform the Services and/or supply the Goods; and
- 28.1.2 the Supplier shall deliver up to LSBU all materials, equipment or other goods loaned or hired to the Supplier and, if the Supplier fails to do so, LSBU may (without limiting any other rights or remedies it may have) enter the Supplier's premises and take possession of them. Until they have been returned or repossessed, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 28.2 Where LSBU terminates the Contract under Condition 27.1 and then makes other arrangements for the supply of the Goods and/or the Services, LSBU may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by LSBU throughout the remainder of the Contract Period. LSBU shall take all reasonable steps to mitigate such additional expenditure. Where the Contract is terminated under Condition 27.1, no further payments shall be payable by LSBU to the Supplier (for Goods and/or Services supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by LSBU), until LSBU has established the final cost of making the other arrangements envisaged under this Condition 28.2.
- 28.3 Save as otherwise expressly provided in the Contract:
- a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
- b) termination of the Contract shall not affect the continuing rights, remedies or obligations of LSBU or the Supplier under any clauses which expressly or by implication survive termination and such clauses shall continue in full force and effect.

29 SUPPLIER'S STATUS

- 29.1 The Contract does not constitute, establish or imply any partnership, joint venture, agency, employment or fiduciary relationship between the Parties. The Supplier shall not have, nor represent that it has, any authority to make or enter into any commitments on LSBU's behalf or otherwise bind LSBU in any way.

30 ASSIGNMENT AND SUB-CONTRACTING

- 30.1 LSBU may assign, or deal in any other manner with, the Contract or any part of it, including sub-contracting any of its obligations under the Contract to any third party or agent.
- 30.2 Subject to Condition 30.1, the Supplier shall not assign or sub-contract any part of the Contract without the prior written consent of LSBU which may be given or withheld in LSBU's absolute discretion and without disclosing any reason.
- 30.3 The Supplier may assign to a third party ("the Assignee") the right to receive payment of the Contract Price or any part thereof due to the Supplier under this Condition 30.2 shall be subject to:
- 30.3.1 deduction of any sums in respect of which LSBU exercises its right to set off fees in Condition 10.6; and
- 30.3.2 all related rights of LSBU under the Contract in relation to the recovery of sums due but unpaid.
- 30.4 Sub-contracting any part of the Contract shall not relieve the Supplier of any obligation or duty attributable to the Supplier under the Contract.

31 COMPLIANCE WITH LAWS

In all matters relating to its obligations under the Contract and without limit of time, the Supplier shall at its own expense procure full observance and compliance with all relevant Laws and all relevant requirements of every competent authority.

32 WAIVER

The failure of either Party at any time to enforce any term/s or condition/s of the Contract shall in no way affect its rights thereafter to require complete performance by the other Party, nor shall the waiver of any breach of any term/s or condition/s be taken to be a waiver of any subsequent breach of the same or any other term/s or condition/s or to be a waiver of the terms or conditions as a whole.

33 RIGHTS CUMULATIVE

All rights granted to either of the parties shall be cumulative and no exercise by either of the parties of any right under the Contract shall restrict or prejudice the exercise of any other right granted by the Contract or otherwise available to it.

34 SEVERABILITY

- 34.1 If any condition or clause of the Contract is found by any court of administrative body of competent jurisdiction to be invalid, illegal or unenforceable (a "**Void Provision**"), such invalidity, illegality or unenforceability shall not affect the other provisions of the Contract, which shall remain in full force and effect.

34.2 If a Void Provision would be valid, legal and enforceable if some part of it were deleted, that Void Provision shall apply with such modification as may be necessary to make it valid, legal and enforceable and if it cannot be made valid, legal and enforceable it shall be deemed to be deleted.

35 AMENDMENT

No addition, alteration or substitution of these Conditions will bind LSBU or form part of the Contract unless and until accepted in writing by LSBU.

36 NOTICES

36.1 Any communication between the parties about the Contract shall be in writing, in English, and delivered personally, sent by pre-paid registered post or recorded delivery (or pre-paid registered air mail if overseas) or by fax:

36.1.1 (in the case of communications to LSBU) to its registered office or main fax number or such changed address or fax number as shall be notified to the Supplier by LSBU; or

36.1.2 (in the case of communications to the Supplier) to its registered office (if it is a company) or (in any other case) to any address of the Supplier set out in any document which forms part of the Contract or to its main fax number or such other address or fax number as shall be notified to LSBU by the Supplier.

36.2 Communications shall be deemed to have been received:

36.2.1 if delivered personally, at the time of delivery to the address;

36.2.2 if sent by pre-paid registered post or recorded delivery, 48 hours after posting;

36.2.3 if sent by pre-paid registered airmail, at 9.00am on the fifth Working Day after posting; and

36.2.4 if sent by fax, at 9.00am on the next Working Day after transmission provided a transmission report is generated by the sending party's fax machine recording a message from the recipient party's fax machine confirming all pages were successfully transmitted.

36.3 Communications addressed to LSBU shall be marked for the attention of the person named in the Purchase Order.

36.4 This Condition 36 does not apply to the service of any proceedings or other documents in any legal action or any arbitration or other method of dispute resolution.

37 SURVIVAL OF PROVISIONS

The rights and obligations which expressly or by their nature are intended to survive the expiry or termination of the Contract shall so survive and bind the Parties and their legal representatives, successors and assigns.

38 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Nothing in the Contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the Parties.

39 GOVERNING LAW AND JURISDICTION

The Parties accept the exclusive jurisdiction of the English courts and agree that the Contract and all non-contractual obligations and other matters arising from or connected with it are to be governed and construed according to the laws of England and Wales.

Appendix 1

Processing, Personal Data and Data Subjects

1. The Supplier shall comply with any further written instructions with respect to processing by LSBU.
2. Any such further instructions shall be incorporated into this Appendix 1.

Description	Details
Subject matter of the processing	<i>[This should be a high level, short description of what the processing is about i.e. its subject matter]</i>
Duration of the processing	<i>[Clearly set out the duration of the processing including dates]</i>
Nature and purposes of the processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.]</i></p> <p><i>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>

Appendix 2

Commercially Sensitive Information