

## Queen's University Belfast Standard Conditions of Contract

### 1. Definitions

'We', 'Us' and 'Our' means Queen's University Belfast.

'You' and 'Your' means the person, firm or company to whom the purchase order is addressed and any employees, sub-contractors or agents of said person, firm or company.

'Goods' means the materials, articles, works and services described in the contract.

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

'Authorised Officer' means our employee authorised, either generally or specifically, by us to sign our purchase order, confirmation of which may be obtained from the Procurement Office of Queen's University Belfast.

'Authorised' means signed by one of our authorised officers.

'Purchase Order' means our authorised purchase order which refers to these general conditions of purchase on its face.

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

'Variation' has the meaning given in Condition 4

'GDPR' shall mean the 'General Data Protection Regulation'

'Modern Slavery' shall mean the 'Modern Slavery Act 2015'

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

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

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

### 2. The Contract

You agree to sell and we agree to purchase the goods in accordance with the contract. The contract shall comprise (in order of precedence): the purchase order, these general conditions of purchase and any other document (or part document) referred to on the purchase order. The contract shall not include any of your conditions of sale notwithstanding reference to them in any document. However, should this contract be held by a court of competent jurisdiction to include your terms and conditions of sale, then in the event of any conflict or apparent conflict, these general conditions of purchase shall always prevail over your terms and conditions of sale. Delivery of goods in response to a purchase order shall be taken to imply that you have accepted the terms and conditions of this contract.

### 3. Price

[a] You will sell us the Goods for the firm and fixed price stated in the contract.

[b] Prices in relation to all Goods provided by the Supplier shall be quoted in British Pounds (Sterling) unless otherwise agreed.

[c] Prices that have been fixed from the start of the Contract, or during the Contract will remain fixed for the period agreed.

[d] The Price shall include the cost of packaging, insurance, delivery, unloading, storage, packing, stacking, carriage, installation and commissioning (as applicable) of the Goods but shall exclude VAT.

[e] No extra charges will be effective unless agreed in writing by both Parties and signed by Us. You shall not increase Prices in relation to all Goods provided to Us under the terms of the Contract, unless an application is submitted in accordance with Condition 4.

[f] Further to Condition 4, all applications must include price information that acting reasonably, We would deem as satisfactory to evidence and justify the requested variation in the Price. The application shall furthermore be inclusive of the net cost impact of the proposed increase(s) to Your user base, based on the previous 12-month sales period. An increase in Price may only be applied as a direct result of increased purchase costs (including allowances for exchange rate variation) incurred by You and any proposed increases made to Us will not exceed the value of those increases.

[g] Applications, pursuant to Condition 4, shall be reviewed by Us and a decision provided to You within 10 Days of receipt. In the event of a successful application, alterations to the Price shall not be implemented by You for a period of 20 Days from the date when the decision is communicated to You as to the success of Your application under Condition 4.

[h] We reserve the right to either extend the periods set out in Condition [3g] to allow further discussion or where agreement cannot be reached, reject any application made pursuant to Condition 4.

[i] You will use all reasonable endeavours to achieve the maximum efficiencies possible

[j] You shall promptly notify Us of any relevant reduction in the costs of provisions that may affect the Price. Such reductions will result in a corresponding reduction in the Price within no more than 10 days of notification and immediately wherever possible.

[k] Any discounts offered from catalogue/list prices shall not decrease during the period of the contract without Our prior agreement.

### 4. Variations

[a] Either Party can request a change to this contract provided always that such change does not amount to a material change of this contract within the meaning of the regulations and the law. Such a change is hereinafter called a 'Variation'.

[b] Either Party may request a Variation by issuing the other Party with written notification providing sufficient supporting evidence to assess the extent of the proposed Variation including how You have minimised any increase in costs or maximised any reduction in costs, including in respect of costs of sub-contractors;

[c] Applications for a Variation must be submitted in writing a minimum of 30 Days in advance of the effective date of the proposed Variation, giving an opportunity for negotiation and clarification.

[d] In the event that the Parties are unable to agree a Variation in connection with the Contract, You should continue to perform Your obligations under the Contract without variation or We may terminate the contract in accordance with Condition 28.4

[e] Where applicable, We may ask You to substantiate Your request for Variation by showing a clear linkage to an international/national index or by linkage to a particular commodity on the market which is driving the cost of manufacture or distribution.

### 5. Quality and Description

The goods shall:

[a] conform in every respect with the provisions of the contract

[b] be capable of all standards of performance specified in the contract

[c] be fit for any purpose made known to You expressly or by implication and in this respect, We rely on your skill and judgement

[d] be new (unless otherwise specified on the purchase order) and be of sound materials and skilled and careful workmanship

[e] correspond to their description or any samples, patterns, drawings, plans and specifications referred to in the contract

[f] be of satisfactory quality

[g] comply with any current legislation

Unless specifically required under the contract, there shall be no asbestos content in the Goods.

### 6. Work on our premises

If the contract involves any works or services which You perform on Our premises, then the following conditions shall apply:

[a] You shall ensure that You and Your employees, Your sub-contractors and their employees, and any other person associated with You, will adhere in every respect to the obligations imposed on you by current safety legislation.

[b] You shall ensure that You and Your employees, Your sub-contractors and their employees, and any other person associated with You, will comply with any regulations that We may notify to You in writing.

[c] If, in Our opinion, You or Your employees, Your sub-contractor or their employees, or any other person associated with You, are engaged in misconduct or inappropriate behaviour (including a breach of the University's Equality and Diversity Policy <http://www.qub.ac.uk/directorates/HumanResources/hr-filestore/Fileupload,866894.en.pdf>) or are incapable for any reason of carrying out the duties required, or if it is not in the public interest or the interest of the University for such a person(s) to be employed in connection with the Contract, then You will be required to remove the person(s) forthwith on being required to do so by the University, and the person(s) shall not again be employed in connection with the Contract without the written permission of the University.

### 7. Progress and Inspection

[a] You shall, at Your expense, provide any programmes of manufacture and delivery that We may reasonably require. You shall notify Us without delay, in writing, if Your progress falls behind, or may fall behind, any of these programmes.

[b] We shall have the right to check progress at Your works, or the works of sub-contractors, at all reasonable times, to inspect and to reject goods that do not comply with the contract. Your sub-contractors shall reserve such right for us.

[c] Any inspection or approval shall not relieve You from your obligations under this contract.

### 8. Package

Unless otherwise stated in the contract, all packaging must be removed at point of delivery at the supplier's expense.

### 9. Safety

[a] You shall observe all legal requirements of the United Kingdom, and relevant international agreements in relation to health, safety and environment, and in particular, to the marking of hazardous Goods, the provision of data sheets for hazardous materials and all provisions relating to food.

[b] All equipment and products offered must be CE marked where applicable and must conform to all UK and relevant international standards.

### 10. Delivery

[a] The goods shall be properly packed, secured and despatched at Your expense to arrive in good condition at the time or times and the place or places specified in the contract.

[b] If You or Your carrier deliver any goods at the wrong time or to the wrong place then We may deduct from the price any resulting costs of storage or transport.

### 11. Late Delivery

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

### 12. Property and Risk

[a] You shall bear all risks of loss or damage to the Goods until they have been delivered and shall insure accordingly.

[b] Ownership of the Goods shall pass to Us

[i] when the Goods have been delivered, but without prejudice to Our right of rejection under this contract, and

[ii] if We make any advance or stage payment, at the time such payment is made, in which case You must, as soon as possible, mark the goods as Our property.

### 13. Acceptance

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

### 14. Your Warranty

It is expressly agreed between Us that

[a] You shall promptly make good, at Your expense, any defect in the Goods that we discover under proper usage, during the first of 12 months of actual use, or 18 months from the date of acceptance by Us, whichever period shall expire first. Such defects may arise from Your faulty design, your erroneous instructions as to use or inadequate or faulty materials or

- poor workmanship or any other breach of Your obligations whether in this contract or at law.
- [b] Repairs or replacements will themselves be covered by the above warranty but for a period of 12 months from acceptance by Us.
- [c] You will ensure that compatible spares are available to facilitate repairs (where applicable) for a period of at least 10 years from the date of delivery of the goods.

#### 15. GDPR

Any personal data received by You from Us must be dealt with or managed in accordance with current data protection legislation or variation thereof.

#### 16. Indemnity and Insurance

- [a] You shall indemnify us against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any) which We may incur, either at common law or by statute, in respect of personal injury to, or death of, any person, or in respect of any loss or destruction of, or damage to, property (other than as a result of any default or neglect of Ourselves, or of any person for whom We are responsible) which shall have occurred in connection with any work executed by You under this contract or shall be alleged to be attributable to some defect in the goods.
- [b] The purchase order is given on the condition that (without prejudice to the generality of Condition 16[a]) You will indemnify Us against all loss, costs, claims, demands, expenses and liabilities whatsoever (if any) which We may incur, either at common law or by statute, (other than as a result of any default or neglect of Ourselves, or of any person for whom We are responsible) in respect of personal injury to, or death of, any of Your or Our employees, agents, sub-contractors or other representatives while on our premises, whether or not such persons are (at the time such personal injury or deaths are caused) acting in the course of their employment.
- [c] You will indemnify Us against any and all loss, costs, expenses and liabilities caused to Us, whether directly or as a result of the action, claim or demand of any third party by reason of any breach by You of these conditions or of any terms or obligations on Your part implied by the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982, or any other statute or statutory provision relevant to the contract or to goods or work covered thereby. This indemnity shall not be prejudiced or waived by any exercise of our rights under Condition 13.
- [d] You shall hold satisfactory insurance cover with a reputable insurer to fulfil your insurance obligations for the duration of this contract. You shall effect insurance against all those risks arising from Your indemnity in Condition 16[c]. Satisfactory evidence of such insurance and payment of current premiums shall be shown to us upon request.

#### 17. Recovery of Sums Due

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

#### 18. Matters Beyond Control

If either party is delayed or prevented from performing its obligations under this contract by circumstances beyond the reasonable control of either party (including, without limitation, any form of government intervention, strikes and lock-outs relevant to the purchase order or breakdown of plant), such performance shall be suspended, and if it cannot be completed within a reasonable time and the due date as specified in the purchase order, then the contract may be cancelled by either party. We shall pay to You such sum as may be fair and reasonable in all the circumstances of the case in respect of work performed by You under the purchase order, prior to cancellation, but only in respect of work that We have received full benefit of as originally contemplated in the contract. This provision can have effect only if it is called into operation by the party wishing to rely on it, giving written notice to the other to that effect.

#### 19. Articles on Loan and Use of Information

- [a] All tools, materials, drawings, specifications and other equipment and data (the 'Articles') loaned by Us to You in connection with the contract shall remain always Our property and be surrendered to Us upon demand in good and serviceable condition (fair wear and tear allowed) and are to be used by You solely for the purpose of completing the contract. You

agree that no copy of any of the articles will be made without the consent, in writing, of an authorised officer of the University. Until You return all the articles to Us, they shall be at Your risk and insured by You at Your own expense against the risk of loss, theft or damage. Any loss of, or damage to, such articles shall be made good by You at Your expense. All scrap arising from the supply of such articles must be disposed of at our discretion and all proceeds of sales of such scrap must promptly be paid to us in full.

- [b] Any information derived from Our property, or otherwise communicated to You in connection with the contract, shall be kept secret and confidential and shall not, without the consent, in writing, of an authorised officer of the University be published or disclosed to any third party, or made use of by You, except for the purpose of implementing the contract.

#### 20. Ownership of Results

If the contract involves design and/or development work:

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

#### 21. Infringement of Patents

With the exception of Goods made to Our design or instructions, You warrant that neither the Goods, nor Our use of them, will infringe any patent registered design, trademark, copyright or other protected right and undertake to indemnify Us against all actions, claims, demands, costs, charges and expenses arising from, or incurred by, reason of any infringement or alleged infringement of any such right.

#### 22. Non-observance of Conditions

If You breach or fail to observe any provision of this contract, We may give you written notice of such breach or non-observance and You shall have 28 days from receipt of the notice in which to rectify the breach or non-observance. Should You fail to rectify the breach or non-observance, then We shall have the right to give you written notice terminating the contract with immediate effect.

#### 23. Your Insolvency

If You become insolvent or bankrupt or (being a company) make an arrangement with Your creditors, or have an administrative receiver or administrator appointed or commence to be wound up (other than for the purposes of amalgamation or reconstruction), We may, without replacing or reducing any other of our rights, terminate the contract with immediate effect by written notice to You or any person in whom the contract may have become vested.

#### 24. Assignment and Sub-letting

The contract shall not be assigned by You nor sub-let as a whole. You shall not sublet any part of the contract without Our written consent, but We shall not refuse such consent unreasonably. The restriction contained in this condition shall not apply to sub-contracts for materials for minor details or for any part of which the makers are named in the contract. You shall be responsible for all work done and goods supplied by all sub-contractors.

#### 25. Corrupt Gifts

In connection with this, or any other contract between You and Us, You shall not give, provide, or offer to Our staff and agents any loan, fee, reward, gift or any emolument or advantage whatsoever. In the event of any breach of this Condition, We shall, without prejudice to any other rights we may possess, be at liberty forthwith to terminate this, and any other contract, and to recover from You any loss or damage resulting from such termination.

#### 26. Anti-Bribery and Anti-Corruption

You shall:

- [a] comply with all applicable laws, regulations, codes and sanctions 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 Your own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010 (section 7(2) and any guidance issued under section 9, sections 6(5) and 6(6) of that Act and section 8 of that Act respectively) to ensure compliance with the Relevant Requirements and will enforce them where appropriate;
- [d] ensure that all persons associated with Your firm, including employees and sub-contractors, or other persons who are performing services in connection with this agreement comply with this Condition; and
- In the event of any breach of this by You or by anyone employed by You or acting on your behalf (whether with or without your knowledge):
- [e] You shall immediately give the University full details of any such breach and shall co-operate fully with the University in disclosing information and documents which the University may request; and/or
- [f] the University shall (without prejudice to any of its rights or remedies under this agreement or otherwise) be entitled by notice in writing to terminate this agreement immediately; and
- [g] You shall be liable for, and shall indemnify and keep the University indemnified, in respect of any and all loss resulting from such termination.

In any dispute, difference or question arising in respect of:

- [i] the interpretation of this Condition; or
- [ii] the right of the University to terminate this agreement; or
- [iii] the amount or value of any gift, consideration or commission
- the decision of the University shall be final and conclusive.

#### 27. Modern Slavery

In performing its obligations under the agreement, You shall ensure that You and/or Your subcontractors:

- [a] comply with all applicable laws, statutes, regulations in force including but not limited to the Modern Slavery Act 2015; and
- [b] take reasonable steps to ensure that there is no modern slavery or human trafficking in Your or Your subcontractor's supply chains or in any part of their business

You must inform Us in writing in the event that there are any substantial changes to the supply chain and where applicable, upon request, provide a risk analysis and action plan to Us.

#### 28. Waiver

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

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#### 28. Termination

##### 28.1 Termination on Breach

We may terminate the contract with immediate effect by giving written notice to You if:

- [a] You Breach the Contract and if:

- [i] You have not within ten (10) Working Days or such other longer period as may be specified by Us, after issue of a written notice to You specifying the Breach and requesting it to be remedied:
1. Remedied the Breach; and
  2. put in place measures to ensure that such Breach does not recur, in each case to our satisfaction or
- [ii] the Breach is not, in our opinion, capable of remedy; or

- [b] in the event of a conviction for dishonesty by any one or more of the Your directors, partners or members, which conviction might reasonably be expected to lead to the striking off of the individual(s) concerned.

##### 28.2 Termination on Change of Control

- [a] We may terminate the Contract by notice in writing in the event of:

- [i] being notified in writing that a Change of Control has occurred or is planned or in contemplation; or
- [b] where no notification has been made, the date that We become aware of the Change of Control

### 28.3 Termination on Notice

- [a] We shall have the right to terminate the Contract in all or part at any time by giving You three Months' written notice (which shall include the date on which the suspension is to take effect).
- [b] Where We terminate this Contract under this Condition, We shall indemnify You against any commitments, liabilities or expenditure which represent an unavoidable direct loss to You, by reason of the termination of this Contract, provided that You take all reasonable steps to mitigate such losses. Where You hold insurance, We shall only indemnify You for those unavoidable direct costs that are not covered by the insurance available. You shall submit a fully itemised and costed list of unavoidable direct losses which You are seeking to recover from Us, with supporting evidence, of losses reasonably and actually incurred by You as a result of termination under this Condition.
- [c] We shall not be liable under this Condition to pay any sum which:
  - [i] was claimable under insurance held by You, where You have failed to make a claim on your insurance, or have failed to make a claim in accordance with the procedural requirements of the insurance policy;
  - [ii] when added to any sums paid or due to You under this Contract, exceeds the total sum that would have been payable to You if this Contract had not been terminated prior to the expiry of the Contract Period; or
  - [iii] is a claim by You for loss of profit, due to early termination of this Contract.

### 28.4 Termination in Relation to Variation

We may terminate this Contract with immediate effect by giving written notice to You for failure of the Parties to agree or for You to implement a variation pursuant to Condition 4.

### 28.5 Consequences of Expiry or Termination

On termination of the Contract for any reason, You shall, at our request and at Your cost:

- [a] immediately return to Us all our Confidential Information and Personal Data in Your possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Goods;
- [b] except where the retention of Our Personal Data is required by Law, promptly destroy all copies of Our Data and provide written confirmation to Us that Our Data has been destroyed.
- [c] immediately deliver to Us in good working order (but subject to allowance for reasonable wear and tear) all the property (including materials, documents, information and access keys but excluding real property and IPR) issued or made available to You by Us in connection with the Contract.
- [d] return to Us any sums prepaid in respect of the Goods not provided by the date of expiry or termination (howsoever arising);
- [e] Without prejudice to any other right or remedy which We may have, if any Goods are not supplied in accordance with, or You fail to comply with any of the terms of the Contract then We may (whether or not any part of the Goods or Services have been delivered) do any one or more of the following:
  - [i] at Our option, give You the opportunity (at Your expense) to remedy any failure in performance together with any damage resulting from such defect or failure (where such defect or failure is capable of remedy) and carry out any other necessary work to ensure that the terms of the Contract are fulfilled, in accordance with Our instructions;
  - [ii] without terminating the Contract, We will supply or procure the supply of all or part of the Goods or Services until such time as You have demonstrated to Our reasonable satisfaction that You will once more be able to supply all or such part Goods in accordance with the Contract;
- [f] Save as otherwise expressly provided in the Contract:
  - [i] Termination or expiry of this Contract shall be without prejudice to any rights, remedies or obligations accrued under this Contract prior to termination or expiration and nothing in this Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry;
  - [ii] Termination of this Contract shall not affect the continuing rights, remedies or obligations of either

Party which expressly or by implication have effect after termination.

### 29. Notice

All notices and communications required to be sent by You or Us in this contract shall be made in writing and sent by first class mail and, if sent to You, sent to your registered or head office and if sent to Us, sent to the Procurement Office, Queen's University Belfast, Administration Building, College Park, Belfast, BT7 1NN, and shall be deemed to have reached the party to whom it is addressed on the next business day following the date of posting.

### 30. Amendment

No addition, alteration or substitution of these conditions will bind Us or form part of the contract unless, and until, accepted in writing by an authorised officer of the University.

### 31. Publicity

Following award of this contract, should the contractor wish to publicise its engagement by the University, approval **must** be sought, from the University's Head of Communications & External Affairs, in advance of the publication of any such information. Requests for approval should be forwarded, accompanied by the proposed wording, to:-

Head of Communications & External Affairs  
Room 02 054  
Lanyon South  
Queen's University Belfast  
BT7 1NN

The publication of such information without the necessary approval will be considered a breach of the terms of this contract.

### 32. Law

This contract shall be subject to the Law of Northern Ireland and the jurisdiction of the courts thereof.