1 Introduction
We are University College London (UCL), a public research university and a body corporate established by Royal Charter with company number RC000631 and whose registered office is at Gower Street, London WC1E 6BT. These Terms are the terms and conditions upon which UCL purchases scientific equipment.

2 Definitions and Interpretation
In these Terms:

2.1 unless the context otherwise requires, the following expressions shall have the following meanings:

- **Adverse Credit Scoring** means a credit score, according to a Credit Ratings Agency, that is worse than ‘moderate’ or ‘average’ risk;
- **Affected Party** has the meaning given in Clause 22.2;
- **Associated Entity** means, in respect of a person, any entity that directly or indirectly Controls, is Controlled by or is under common Control with, that person from time to time;
- **Business Day** means a day other than a Saturday or Sunday or a bank holiday or public holiday in or failure and Wales;
- **Confidential Information** means:
  - (a) in respect of either Party, all information (whether written, oral or in electronic form) concerning the business and affairs of the Party or its Associated Entities; and
  - (b) in respect of UCL and in addition to the information referred to in subparagraph (a) of this definition:
    - (i) all information (whether written, oral or in electronic form) concerning UCL’s staff, students, customers, suppliers, contractors, commercial partners, researchers and partners; and
    - (ii) the UCL Data;
- **Contract** has the meaning given in Clause 4.2;
- **Control** means the possession, directly or indirectly, of the power (whether by way of ownership, agreement, trust, proxy, contract, partnership or other arrangement) to:
  - (i) cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a meeting of a person; or
  - (ii) appoint or remove all, or a majority, of the management, board of directors or other equivalent officers of a person; and/or
  - (iii) give directions (where in respect to actions, policy or otherwise) with which the partners, management, directors or other equivalent officers of a person are obliged to comply (whether by contract or through the ownership of voting securities, including the ownership of more than 50% of the voting equity, partnership or similar interest in such person), and Controls and Controlled shall be construed accordingly;
- **Controller** means a person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;
- **Credit Ratings Agency** means any of the companies used by UCL from time to time (including Dun & Bradstreet, Credit Safe and Experian) that assign credit scores to organisations as an evaluation of the credit risk of any such organisation based on the organisation’s perceived ability to pay back debt and the likelihood of corporate financial default:
- **Data Protection Laws** means all Regulations relating to the Processing of Personal Data;
- **Data Subject** means the individual to which the Personal Data relates;
- **Environmental Information** means the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner’s Office or the relevant government department in relation to such regulations;
- **Environmental Law** means all Regulations that have as a purpose or effect the protection of the environment;
- **Environmental Licence** means any permit, licence, authorisation, consent or other approval required by Environmental Law;
- **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’s Office or relevant government department in relation to such legislation;
- **Force Majeure Event** means, in respect of an Affected Party, an act, event or circumstance (other than lack of funds) which is beyond the reasonable control of the Affected Party, including an act of God, war, conflict, flood, earthquake, storm, or other natural disaster, sabotage, riot, insurrection, civil commotion, civil unrest, martial law, major systems failure (except that the failure of systems controlled by the Affected Party or its sub-contracts) shall not constitute a Force Majeure Event) strike or other industrial dispute (except that an industrial dispute, strike or other action involving (where the action is worse than ‘moderate’ or ‘average’ risk)
- **Good Industry Practice** means using standards, practices, methods and procedures and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances;
- **Intellectual Property Rights** means rights in the nature of passing off, get-up, registered designs and unregistered designs and design rights, trade marks, service marks, topography rights, copyright (including copyright in software), moral rights, database rights, rights in inventions, patents, know-how, trade secrets and other confidential information and all other intellectual property rights and rights of a similar or corresponding character which may exist now or in the future subsist in any part of the world (whether registered or not or the subject of an application for registration and including all rights to apply for, and obtain, registrations in respect of any and all of the foregoing, each for their full term including extensions, revivals and renewals thereof);
Supplier must notify UCL of its unconditional acceptance or rejection of UCL's offer in writing (which may be email) within five days of the date the offer is made by UCL or such other period as UCL may agree in writing (including by email). If UCL does not receive Supplier's acceptance or rejection of UCL's offer within five days of the date UCL makes the offer, or Supplier starts to supply the Scientific Equipment, then Supplier will be deemed to have unconditionally accepted UCL's offer. Any attempt by Supplier to alter the terms of an offer on terms that are different to UCL's original offer or to supplement or update its purchase order or confirmatory email, as applicable, will be deemed to be a rejection of the original offer. It is at the moment of Supplier unconditionally accepting UCL's offer that a contract ("Contract") is made between Supplier and UCL for the supply of Scientific Equipment. Each Contract is subject to these Terms to the exclusion of all other terms and conditions (including any Conditions) under which Supplier may purport to apply under any quotation, offer, confirmation of order or similar document. Supplier shall ensure that any and all Software (i) shall be free from licence to any third party to whom UCL sells, leases or lends that Scientific Equipment; (ii) Supplier shall either cease using or remove any Software from any Scientific Equipment at any time before such Scientific Equipment is delivered to the extent that any Software is installed in or on, or otherwise forms part of, any Scientific Equipment; and (iii) the type and quantity of the Software required under the Contract and which is to be delivered by Supplier or made known to Supplier by UCL is free from licence to any third party to whom UCL sells, leases or lends that Scientific Equipment.

If Supplier requires UCL's offer to be altered or withdraws acceptance of UCL's offer, or in any way becomes aware of any latent defects in connection with the same, Supplier shall immediately notify UCL thereof. Supplier shall not refuse to accept any subsequent delivery of any item of Scientific Equipment which Supplier attempts to make; (a) to require a refund from Supplier of sums paid in advance for Scientific Equipment that Supplier has not provided; (b) to recover from Supplier any costs incurred by UCL in obtaining substitute Scientific Equipment from a third party; (c) to terminate the Contract and require the repayment of any part of the charges that UCL has paid for the Scientific Equipment.

If, in respect of a Contract, there is any conflict or ambiguity in the provisions of the Contract then the following order of decreasing precedence shall apply: (i) the provisions of this Clause 4, (ii) the provisions of the UCL purchase order or confirmatory email, as applicable; and (iii) the other provisions of these Terms. If Supplier rejects UCL's offer or withdraws acceptance of UCL's offer, or in any way becomes aware of any latent defects in connection with the same, Supplier shall immediately notify UCL thereof. Supplier may seek to substitute any part of the equipment by UCL's Scientific Equipment, then UCL may in its discretion accept that Scientific Equipment, and UCL's original offer and these Terms will be deemed to apply to such substitute equipment.

UCL retains the right to have any item of the Scientific Equipment supplied to UCL pursuant to an offer that is not, or is not deemed by UCL to be, a valid offer removed and/or cancelled at Supplier's sole expense. UCL may cancel (terminate) a Contract (or any part thereof) in respect of all or any of the items of Scientific Equipment to be delivered under the Contract by giving Supplier notice of the cancellation at any time before Scientific Equipment (or any part thereof) have been delivered, and UCL will not be liable to pay for those items of Scientific Equipment that have been so cancelled in accordance with this Clause 4.6.1.

Supply of Scientific Equipment

In respect of a Contract, and irrespective of whether UCL has accepted any item of Scientific Equipment supplied by Supplier pursuant to the Contract, Supplier shall ensure that Supplier supplies to UCL under a Contract (a) is properly and securely packed in accordance with the currently applicable national and international standards; (b) corresponds with (i) its description and any applicable specification set out (or referred to) in UCL's purchase order or confirmatory email, as applicable; and (ii) any relevant samples; (c) is of satisfactory quality (within the meaning of the Sale of Goods Act 1979 and fit for any purpose held out by Supplier or made known to Supplier by UCL (expressly or implicitly) prior to or at the time the Contract is made; (d) unless agreed otherwise by UCL in writing, is new and, where appropriate, carries the UKCA (UK Conformity Assessed) marking; or, so far as the CE marking is valid in the UK in respect of the relevant Scientific Equipment items, the "CE" marking; (e) is free from defects in design, materials and workmanship and remains so for at least 12 months after the date of delivery; and (f) complies with all Regulations relating to the manufacture, labelling, packaging, handling and delivery of the Scientific Equipment, including all Regulations relating to health and safety and all Environmental Laws.

In respect of a Contract, Supplier shall ensure that: (a) it has the legal right to sell the Scientific Equipment to UCL; (b) it holds and maintains any necessary permits, licences, permissions, authorisations, consents or other approvals (including Environmental licences) required under the Regulations for the supply of the Scientific Equipment; (c) each item of Scientific Equipment that Supplier supplies (including, for the avoidance of doubt any Software forming part of it), and any person's use of the same, does not infringe any intellectual property rights (including any Intellectual Property Rights) of a third party.

To the extent that any Software is installed in on or, otherwise forms part of, any Scientific Equipment Item, Supplier hereby grants (or shall procure the grant) to UCL (or to any person's use of the same) in accordance with the relevant laws applicable value added tax (which will be payable by UCL and any person's use of the same) in accordance with the relevant laws applicable value added tax. Each invoice submitted under a Contract must refer to the Scientific Equipment supplied performed and state the unique purchase order number to which it relates. Each invoice submitted under a Contract must refer to the Scientific Equipment supplied performed and state the unique purchase order number to which it relates. Each invoice submitted under a Contract must refer to the Scientific Equipment supplied performed and state the unique purchase order number to which it relates.

Purchase

In respect of a Contract, unless otherwise stated in UCL's purchase order or confirmatory email, as applicable, for the Contract: (a) Supplier will supply UCL with the Scientific Equipment UCL orders at any time after delivery of the Scientific Equipment; (b) all invoices must be sent by Supplier to UCL at 60b South Molton Street, London W1K 6SE; (c) UCL will pay all undisputed amounts set out in an invoice within 30 days of receiving it; and (d) Supplier will make payment in sterling pounds. Each invoice submitted under a Contract must refer to the Scientific Equipment supplied performed and state the unique purchase order number to which it relates. Each invoice submitted under a Contract must refer to the Scientific Equipment supplied performed and state the unique purchase order number to which it relates. Each invoice submitted under a Contract must refer to the Scientific Equipment supplied performed and state the unique purchase order number to which it relates.

Payment

In respect of a Contract, UCL may withhold payment of any disputed sums and may retain any sum which relates to monies UCL owes Supplier under any other Contract or monies Supplier owes UCL.

If payment is not made when due under a Contract pursuant to this Clause 8, Supplier may charge interest at 3% per annum above the base rate of Barclays Bank at the time on all such unpaid amounts in relation to the period between the date payment becomes overdue and the date payment is made in full.

Intellectual Property Rights

Supplier warrants and undertakes to UCL that it has the right to grant the licence set out in Clause 5.3.

In respect of a Contract: (a) Supplier undertakes that the Scientific Equipment Supplier supplies to UCL and any person's use of the same shall not infringe any patents, design registrations, registered designs, copyright and any other rights to which any person is entitled by law or otherwise applicable value added tax; and (b) Supplier indemnifies UCL against all costs (including the cost of defending any action brought against UCL), damages, losses and expenses suffered or incurred by UCL arising out of or in connection with any claim made or threatened alleging that the Scientific Equipment and/or the use or, or to supply Scientific Equipment or the any duties, taxes or levies other than value added tax.

Nothing in a Contract (including these Terms) shall give Supplier the right to (and Supplier shall not and shall ensure that its Associated Entities shall not): (i) use UCL's name, trademarks and logos, and the reference to or naming of UCL as a client, customer or user of Supplier. The use of any UCL of Supplier's name, trademarks and logos, and the reference to or naming of UCL as a client, customer or user of Supplier, shall be subject to the prior written consent of Supplier and Supplier and its Associated Entities shall not use any UCL of Supplier's name, trademarks and logos, and the reference to or naming of UCL as a client, customer or user of Supplier. The use of any UCL, trademarks and logos, and the reference to or naming of UCL as a client, customer or user of Supplier, shall be subject to the prior written consent of Supplier and Supplier and its Associated Entities shall not use any UCL of Supplier's name, trademarks and logos, and the reference to or naming of UCL as a client, customer or user of Supplier.}
(a) comply with the security and safety policies and regulations from time to time in force on those premises and all instructions of UCL notified to Supplier in relation to its access to such premises (including the removal of any persons where required and the erasure or destruction of any Personal Data that has been previously required to be retained by Supplier for any lawful reason or to contribute to audits, including inspections, conducted by UCL or its representatives);

10.2 UCL reserves the right to refuse entry to any of UCL's Premises to any person(s) supplying, and preventing the use of, dissemination, sale or marketing the Personal Data in contravention of this Contract, or subject to a claim for compensation for breach of this Contract, or who, in the opinion of UCL, considers such admission to be undesirable, such refusal not to be vexatiously or spuriously exercised.

11 UCL Assets

11.1 In respect of a Contract, Supplier shall be responsible for providing at its own cost and expense all that is required that is not and is not reasonably necessary to supply the Software and the Equipment in accordance with the Contract, other than any UCL Assets or any UCL Premises.

11.2 UCL may make of a Contract and in its discretion, supply Supplier with information, materials, UCL Data, assets, equipment and tools in connection with Supplier’s supply of Scientific Equipment to UCL. All UCL Assets and information thereto shall and will remain at all times property of UCL and Supplier shall, in respect of a Contract, return all UCL Assets (and all copies Supplier has made of all or any part of UCL Assets) to UCL on demand and, in any event, on termination of the Contract. Supplier may use UCL Assets only for the purpose of supplying Scientific Equipment to UCL under the Contract and Supplier shall—

(a) maintain UCL Assets in good order and condition and make good any loss or damage to UCL Assets; and

(b) comply with any and all reasonable instructions, conditions and security requirements in relation to its use of UCL Assets as shall from time to time be notified in writing (including by email) to Supplier by UCL.

12 Data protection

12.1 In the Event of Data Subject, the Contract may require the Processing of Personal Data by Supplier on behalf of UCL. In such circumstances, UCL will (i) alone determine the purposes for which and the manner in which Personal Data will be Processed by Supplier on behalf of UCL under the Contract; and (ii) shall be the Controller. Supplier shall be the Processor in respect of all such Personal Data.

12.2 Where a Contract requires that Supplier Processes Personal Data on behalf of UCL, Supplier shall Process Personal Data on behalf of UCL in connection with the provision of the Scientific Equipment under the Contract for the duration of the Contract and, Supplier shall:

(a) be Personal Data of the UCL’s staff and/or students; its customers’, contractors’ or commercial partners’ staff; and/or other individuals that are the subject of all or any of the Personal Data; and

(b) process only sensitive types of Personal Data, such as the Data Subjects’ names, addresses and email addresses; in some cases more sensitive types of Personal Data, such as health details and criminal convictions data; and/or other types of Personal Data that are required to be Processed in connection with the provision of the Scientific Equipment.

12.3 Where, in connection with the provision of Scientific Equipment under this Contract or as its Processor, Supplier shall:

(a) comply with its obligations as a Processor under the Data Protection Laws to which it is subject; and

(b) comply with any and all reasonable instructions, conditions and security requirements in relation to its use of the Personal Data to help Supplier comply with its obligations as a Processor under the Data Protection Laws to which it is subject; such as, or more onerous than, the obligations imposed on Supplier under this Clause 12 or any other privacy notices applicable to the Data Subject which are provided or made available to Supplier by UCL from time to time.

12.4 Supplier shall indemnify UCL against all costs (including the costs of defending any claim or action) and damages, losses and expenses suffered or incurred by UCL arising out of or in connection with a breach by Supplier of this Clause 12 under any Contract.

Confidentiality

13.1 Subject to Clause 12.3, Supplier shall hold in confidence all Confidential Information of the other Party.

13.2 Neither Party shall disclose to any third party any Confidential Information in relation to the other Party save as expressly set out in Clause 13.4 or with the prior written approval of the other Party.

The provisions of Clauses 13.1 and 13.2 shall not apply to any information which:

(a) is or becomes public knowledge other than by breach of this Clause 13.2;

(b) is already in the possession of a Party without restriction in relation to disclosure before the date of its receipt from the other Party or one of its Associated Entities; or

(c) is received from a third party (who, for the avoidance of doubt, is not an Associated Entity of the receiving Party) in circumstances when the receiving Party lawfully acquired or developed it and who under no obligation restricting its disclosure.

13.3 A Party may disclose Confidential Information in relation to the other Party to:

(a) its officers, employees, professional advisors (including its auditors and legal advisors), insurers, Associated Entities, agents or sub-contractors as may be reasonably necessary for the purpose of fulfilling its obligations under a Contract or, in the case of professional advisors and insurers, for use in their professional capacity, provided that before any such disclosure that Party shall make such officers, employees, professional advisors, insurers, Associated Entities, or agents or sub-contractors aware of the obligations confidential under the Contract and shall at all times procure compliance by those persons with them; or

(b) where such disclosure is required by any law, court order or Regulatory Authority.

13.4 Without prejudice to the other rights of the disclosing Party, in the event of an unauthorised disclosure or use of its Confidential Information directly or indirectly through disclosure made to the receiving Party, the receiving Party shall (as soon as it becomes aware of the same) notify the disclosing Party of such unauthorised disclosure and use all reasonable endeavours to assist the disclosing Party in recovering and preventing the use of, dissemination, sale or publication of the same.

13.5 No media releases, public announcements or public disclosures by Supplier or its employees, agents or sub-contractors relating to a Contract may be made without the prior written approval of UCL.

Freedom of Information

14 Supplier acknowledges that UCL is subject to the requirements of FOIA and the Environmental Information Regulations and shall assist and co-operate with UCL to comply with those requirements.

14.1 In particular, in respect of a Contract, Supplier shall:

(a) provide UCL with a copy of all information in its possession or power in the form that UCL requires within five Business Days of UCL requesting that information; and

(b) provide UCL with a copy of all information in its possession or power in the form that UCL requires within five Business Days of UCL requesting that information; and

(c) provide all necessary assistance as reasonably requested by UCL to enable UCL to respond to any such request. Where a request is given by UCL, Supplier shall take such actions and enter into such written agreements as UCL may require in order to enable UCL to comply with the Data Protection Laws to which it is subject; such as, or more onerous than, the obligations imposed on Supplier under this Clause 12 or any other privacy notices applicable to the Data Subject which are provided or made available to Supplier by UCL from time to time.

14.2 UCL shall, in respect of a Contract, be responsible for determining at its absolute discretion whether any information:

(a) is exempt from disclosure in accordance with the provisions of FOIA or the Environmental Information Regulations; and

(b) is to be disclosed in response to a Request for Information.

14.3 Supplier acknowledges that UCL may, acting in accordance with the Cabinet Office’s Freedom of Information Code of Practice on the discharge of public authority functions under section 45 of FOIA (as it may be amended by UCL from time to time), from time to time (including without limitation from time to time on 30 July 2018), be obliged under FOIA or the Environmental Information Regulations to disclose information in respect of a Contract without consulting Supplier or following consultation with Supplier and having taken its view into account.

3
15 Business continuity
In respect of a Contract, Supplier shall have in place a business continuity plan and a disaster recovery plan that is appropriate in the context of its obligations under the Contract and its business and shall implement it in accordance with its terms.

16 Compliance
In respect of a Contract, Supplier shall:
(a) ensure that it has the legal right to supply the Scientific equipment to UCL;
(b) ensure that it has obtained and shall maintain for the duration of the Contract all requisite regulatory and supervisory consents, licences, registrations and approvals necessary to it to carry out its obligations under the Contract; and
(c) perform all of its obligations under the Contract in accordance with (i) the terms and conditions of this Contract; (ii) Good Industry Practice; and (iii) the Regulations (and all changes thereto).

16.2 In respect of a Contract, Supplier shall (i) comply, and shall procure that its employees, agents and subcontractors comply, with the provisions of the Bribery Act and any other analogous provisions of the law of any jurisdiction in which Supplier or any of its officers, employees or other persons associated with Supplier are engaged or connected and (ii) shall not engage in any activity, practice or conduct which would constitute an inducement or incentive designed to influence any person to whom Supplier is obligated to deal with in accordance with Clause 16.2.

16.3 In respect of a Contract, Supplier shall:
(a) comply with all Regulations relating to anti-bribery and anti-corruption including the Bribery Act 2010;
(b) not engage in any activity, practice or conduct which would constitute an inducement or incentive designed to influence any person to whom Supplier is obligated to deal with in accordance with Clause 16.3;
(c) have and shall maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with all Regulations relating to anti-bribery (including the UK Bribery Act 2010) and this Clause 16.3, and will enforce them within UCL;
(d) promptly report to UCL any request or demand for any undue financial or other advantage of any kind received by Supplier in connection with the performance of the Contract; and
(e) ensure that any person associated with Supplier who is providing any item of Scientific Equipment in connection with the Contract is acting in accordance with the Bribery Act 2010 and any other analogous provisions of the Bribery Act 2010, and shall take appropriate steps to avoid a breach of it.

16.4 For the purposes of Clause 16.3:
(a) the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), section 5(6) and (8) of that Act respectively; and
(b) a person associated with Supplier who is provided to UCL as a real living wage that is intended to be a living wage that is intended to be a real living wage that is intended to be a living wage.

16.5 Supplier shall, in respect of a Contract, implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chain, to ensure that there is no slavery or human trafficking in its supply chains. In addition, if in respect of a Contract UCL permits Supplier to subcontract its obligations, Supplier shall implement an appropriate system of due diligence, audit and training designed to ensure compliance with the Modern Slavery Act 2015.

16.6 Supplier shall, in respect of a Contract, provide a copy of the Modern Slavery Act 2015 to UCL promptly upon request or demand from a third party to facilitate the evasion of tax, or any concerns that such a request or demand may have been made.

16.12 A breach of any one or more of Clauses 16.2 to 16.11 (inclusive) by Supplier shall be deemed to be an irretrievable material breach for the purposes of Clause 19.5(a).

17 Real Living Wage
17.1 In respect of a Contract and except in relation to volunteers or apprentices or where specifically agreed in writing with UCL (which may be by email), Supplier shall:
(a) ensure that the Supplier Personnel who are directly employed or engaged by Supplier or one of its Associated Entities;
(b) ensure that the Supplier Personnel who are directly employed or engaged by Supplier or one of its Associated Entities;
(c) raise reinstated, unless the Supplier Personnel who are directly employed or engaged by Supplier or one of its Associated Entities;
(d) use reasonable endeavours to ensure that the Supplier Personnel who are directly employed or engaged by Supplier or one of its Associated Entities;
(e) not engage in any activity, practice or conduct which would constitute an inducement or incentive designed to influence any person to whom Supplier is obligated to deal with in accordance with Clause 17.

17.2 For the purposes of this Clause 17, the Real Living Wage means, in respect of a Contract, the Real Living Wage which applies in respect of the member of Supplier Personnel pursuant to the Regulations (as amended from time to time).

18 Adverse Credit Scoring
If, in respect of a Contract, UCL identifies at any time that Supplier is subject to an Adverse Credit Scoring, UCL may, at its option:
(a) require that Supplier negotiate in good faith an amendment to the Contract to the satisfaction of UCL (in its absolute discretion) that alleviates the risk to Supplier's legal right to supply the Scientific equipment to UCL;
(b) if no such amendment is made to the Contract within 30 days, or if UCL chooses not to require that Supplier negotiate, terminate the Contract by giving Supplier not less than 14 days' prior written notice of such termination.

19 Term and Termination
19.1 In respect of a Contract, Supplier shall commence on the date that it is made in accordance with Clause 4.2 and shall remain in force and effect until terminated in accordance with the provisions of the Contract or otherwise in law and equity.

19.2 A Contract shall automatically terminate on the date upon all items of Scientific Equipment have been delivered, as applicable, in each case in accordance with the provisions of the Contract.

19.3 In respect of a Contract, notwithstanding any other provision of the Contract (including any terms and conditions set out in the UCL purchase order or confirmatory email, as applicable), the Parties agree that subject to earlier termination in accordance with the provisions of the Contract or otherwise in law and equity the Contract shall terminate in accordance with Clause 19.2 and the Contract shall not automatically renew or extend for any additional or subsequent period or term.

19.4 UCL may immediately terminate a Contract without cause and at any time by giving Supplier not less than 14 days' prior written notice of such termination.

19.5 Either Party may terminate a Contract by giving notice to the other party or on at any time after the occurrence of any of the following events:
(a) the other Party commits a material breach of any term(s) of the Contract which breach is irretrievable or (if such breach is remediable) that Party fails to remedy that breach within a period of 14 days after being notified in writing to do so; or
(b) Supplier fails to remedy any of the breaches of the Contract which Supplier has been notified of and fails to remedy within a period of 14 days after being notified in writing to do so.

19.6 On termination of a Contract (i) Supplier will, if required by UCL, fulfill any part of the Contract that is unfilled at the date of termination; (ii) Supplier must return to UCL all property belonging to UCL (including any UCL Assets) then in Supplier’s possession; (iii) UCL may terminate a Contract if Supplier fails to deliver or perform or if Supplier fails to meet any of its obligations under a Contract; (iv) Supplier shall not prejudice any rights which may have accrued to either party prior to the point of termination of a Contract; and (v) termination or expiry of a Contract shall not affect any rights, remedies, obligations, or liabilities of the Parties that have accrued up to the date of...
20 Insurance
In respect of a Contract, Supplier shall maintain, and Supplier shall ensure that Supplier's sub-contractors maintain, adequate and valid public liability, professional indemnity and product liability insurance cover to cover Supplier's potential liability to UCL under the Contract. In respect of a Contract, Supplier shall procure that its employees, sub-contractors and other suppliers shall, comply with all obligations and meet all conditions of its insurance policies listed in this Clause 20 and shall not do or omit to do, nor permit or suffer to be done or omitted, anything which may or does invalidate any of those insurance policies or which may or does delay or prevent the payment of any insurance monies payable under those insurance policies. In particular, Supplier shall ensure that it pays all premiums, excesses and other sums payable in accordance with its obligations under each such policy. In addition, on UCL's request, Supplier shall promptly provide full details of such cover and proof of the payment of premiums to UCL.

21 Liability
21.1 Nothing in these Terms or any Contract shall exclude or limit (i) a Party’s liability for death or personal injury arising from its negligence; (ii) a Party’s liability for fraud or fraudulent misrepresentation; (iii) a Party’s liability for any other liability that cannot be limited or excluded by law; and (iv) Supplier’s liability under Clauses 5.2, 9, 12, 13, 16.3 to 16.12 (inclusive) and 21.4.

21.2 Subject to Clause 21.1, neither Party shall be liable to the other for any indirect or consequential loss or indirect or consequential damage under or in connection with these Terms or any Contract.

21.3 In respect of a Contract and subject to Clause 21.1, each Party’s total aggregate liability to the other Party under or in connection with the Contract (whether such liability arises under a statute or in contract, tort or negligence or otherwise) shall be limited to an amount equal to 200% of the total aggregate charges paid and/or payable by the Affected Party to Supplier for the Scientific Equipment and/or the Non Scientific Equipment under the Contract.

21.4 Supplier shall, in respect of a Contract, indemnify UCL against all costs (including the cost of defending any legal action brought against UCL), damages, losses and expenses suffered or incurred by UCL arising out of or in connection with any direct personal injury and/or loss or damage to property: (i) caused by any default of Supplier or any Supplier Personnel in connection with the performance or purported performance of the Contract; (ii) suffered by any Supplier Personnel in the course of supplying the Scientific Equipment and/or whilst on any UCL Premises; and (iii) caused by fraud or wilful default by Supplier, its employees or sub-contractors.

22 Force majeure
22.1 Neither Party shall be liable to the other Party for any delay or failure to perform any obligation under a Contract to the extent that and for so long as the delay or failure is caused by a Force Majeure Event with effect on and from the date that the Affected Party gives notice to the Non-Affected Party in accordance with Clause 22.2(a), provided that (i) where the Affected Party is Supplier, Supplier has and continues at all times to comply with its obligations under the Contract; (ii) where the Affected Party is UCL, Supplier has and continues at all times to comply with its obligations under the Contract; and (iii) the Affected Party complies with the provisions of Clauses 22.2(a), 22.2(b) and 22.2(c).

22.2 Where a Force Majeure Event affects the performance of a Contract, the Affected Party shall:
(a) give notice to the other Party (Non-Affected Party) as soon as reasonably possible of:
(i) the details of a Force Majeure Event, including the date it first occurred and its anticipated duration;
(ii) the way in which, and extent to which, the performance of the Affected Party’s obligations are likely to be affected by the Force Majeure Event; and
(iii) any action that the Affected Party proposes to take to mitigate the effect of the Force Majeure Event;
(b) regularly update the information provided under Clause 22.2(a) throughout the period during which the performance of its obligations is affected;
(c) use reasonable endeavours in accordance with Good Industry Practice to continue to perform or resume the performance of its obligations under the Contract (where the Affected Party is Supplier) through the proper implementation of its business continuity plan; and
(d) notify the Non-Affected Party (i) that the Force Majeure Event has ended promptly following its ending; and (ii) of the date when it resumes proper performance of the affected obligations in accordance with the provisions of the relevant Contract.

22.3 Where, in respect of a Force Majeure Event, the Non-Affected Party is UCL and the Force Majeure Event (i) continues for a period of 30 days or more; and (ii) materially affects the performance of the relevant Contract in accordance with its terms, then UCL may terminate the Contract with immediate effect or on a specified date by giving notice of such termination to Supplier.

23 Resolution of disputes
23.1 All disputes arising under or in connection with these Terms or any Contract shall be referred to UCL’s Commercial Director and a senior representative nominated by Supplier (Representatives) for resolution. The Representatives shall meet to resolve the disputes as soon as reasonably practicable after referral and in any event within seven days of such referral.

23.2 If a dispute is not resolved within 20 days of the dispute first being referred to the Representatives for resolution under Clause 23.1 then the Parties shall be entitled to commence legal proceedings in connection with the dispute or to settle the dispute through any other alternative dispute resolution procedure that the Parties may agree in relation to the dispute.

23.3 The performance of the respective Parties’ obligations under a Contract shall not cease or be delayed by this dispute resolution procedure and each Party shall continue to fulfils its obligations under the Contract.

23.4 The existence and labelling of all negotiations connected with such dispute shall at all times be and remain confidential subject to and in accordance with Clause 13. Nothing in this Clause 23 shall prevent either Party at any time from applying for any interim remedy pursuant to Part 25 of the Civil Procedure Rules (including injunctive relief).

24 General
24.1 Supplier shall not assign or dispose of, or sub-contract, any of Supplier's rights or obligations under these Terms or any Contract without UCL’s prior written consent.

24.2 Supplier will in all cases act as principal in respect of a Contract and Supplier shall be responsible and liable to UCL for the acts and omissions of Supplier's employees, agents and sub-contractors. An obligation on Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon Supplier to procure that Supplier's employees, staff, agents and Supplier’s sub-contractors, employees, staff and agents also do, or refrain from doing, such act or thing.

24.3 Except as otherwise expressly agreed in writing, all remedies available to Supplier or to UCL for breach of these Terms or any Contract are cumulative and may be exercised concurrently or separately and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

24.4 Except as otherwise expressly agreed in writing, nothing in these Terms or any Contract shall be construed as giving rise to the relationship of principal and agent or partnership or joint venture.

24.5 No delay or failure by a Party in exercising or enforcing any right or remedy under these Terms or any Contract will be deemed to be a waiver of any such right or remedy, nor will that failure operate to bar the exercise or enforcement of such right or remedy at any future time.

24.6 All notices required by these Terms and any Contract shall be in writing and shall be sent to the respective Parties at their registered address, or to such other addresses as may be designated by the Parties in writing from time to time in accordance with this Clause 24.7 if (i) by hand; (ii) by post, postage prepaid; (iii) by courier service, service fee prepaid; or (iv) by email (provided that a copy of the notice is also sent by post, postage prepaid). All notices shall be deemed received (i) if given by hand, immediately; (ii) if given by post, the third day following posting, (iii) if given by courier service, the third day following dispatch; or (iv) if given by email, the third day following posting of the copy of the notice. This Clause 24.7 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other formal method of dispute resolution.

24.8 A variation to any Contract will only be effective if it is recorded in writing and signed by an authorised representative of each of the Parties.

24.9 If any provision or part-provision of these Terms or any Contract is or becomes void, invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to a void, invalid, illegal or unenforceable provision under this Clause 24.9 shall not affect the validity and enforceability of the rest of these Terms or any Contract.

24.10 In respect of a Contract, the Contract shall be made up of these Terms and UCL’s purchase order or confirmatory email, as applicable, for the Contract and shall constitute the entire agreement between the Parties in respect of the Scientific Equipment purchased under it, to the exclusion of all other terms and conditions which Supplier may purport to apply under any quotation, offer, confirmation of order or similar document.

24.11 These Terms and each Contract and any non-contractual obligations arising out of, in connection with, the same shall be governed by and construed in accordance with the laws of England and Wales and, except as set out in Clause 24.12, UCL and Supplier hereby submit to the exclusive jurisdiction of the courts of England and Wales in respect of the same.

24.12 If Supplier breaches these Terms or any Contract, then Supplier acknowledges and agrees that Supplier may bring a claim against Supplier for the breach in any jurisdiction in which Supplier or any of its assets are located.