1 Introduction
We are University College London (UCL), a public research university and a body corporate established by Royal Charter with company number RC0010631 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 Rating 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 a public holiday;
- 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 the UCL's staff, students, customers, contractors, commercial partners, research partners and collaborators; 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 of shares, proxy, contract, partnership agreement, agency or other agreement or 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 the majority, of the directors of a company given to a person; and/or
- directional, flood, earthquak, storm, or other natural disaster, sabotage, riot, or other similar circumstances;
- Environmental Licence means any license to undertake, carry out or manage any operation or set of operations which is performed on behalf of a person which Processes Personal Data on behalf of a person which Processes Personal Data on behalf of a person who is engaged in a similar type of undertaking under the same or similar circumstances;
- Force Majeure Event means, in respect of an Affected Party, an act, event or circumstance (other than a lack of funds) which is beyond the reasonable control of the Affected Party, including an act of God, war or threat of or preparation for war, arms 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-contractors) shall not constitute a Force Majeure Event) strike or other industrial dispute (except that an industrial dispute, strike or other action involving (where UCL is the Affected Party) only employees of UCL or (where Supplier is the Affected Party) only the Supplier Personnel shall not constitute a Force Majeure Event), pandemic, epidemic, quarantine, embargo, national or political or biological or radiative or radioactive contamination;
- 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 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, revisions and renewals thereof;
- Joint Venture means a person which Processes Personal Data on behalf of a Controller;
- Personal Data Breach means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data;
- Processing means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, and Process, Processes and Processed shall be construed accordingly;
- Processor means a person which Processes Personal Data on behalf of a Controller;
- Regulations means all applicable laws, statutory and other rules, regulations, instruments and provisions in force from time to time, including the rules, codes of conduct, codes of practice, guidance, practice requirements and accreditation terms stipulated by any Regulatory Authority from time to time;
- Regulatory Authorities means competent regulatory authorities that have responsibility for regulating the businesses of either Party from time to time;
- Request for Information means a request for information under FOIA or the Environmental Information Regulations;
- Scientific Equipment means the scientific equipment set out in a purchase order or confirmatory email issued by UCL pursuant to Clause 4.1;
- Software means any software installed in or on, or otherwise forming part of, any item of Scientific Equipment (including any upgrades, updates and/or new versions of any such software as may be supplied or installed from time to time);
- Sub-processor has the meaning given in Clause 12.3(h);
- Supplier means any person who enters into a Contract with UCL in accordance with Clause 4.2;
- Supplier Personnel means all persons engaged in the carrying out of Supplier's obligations under the Contract;
- Credit Ratings Agency means all persons engaged in the carrying out of the Supplier's obligations under the Contract;
- Data Protection Laws means all Regulations relating to the Processing of Personal Data;
- Data; Subject means the individual to which the Personal Data relates;
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4.2 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 make any amendment or alteration to UCL's offer (including by email), or to send out a purchase order or confirmatory email, as applicable, will be deemed to be a rejection of the offer. Supplier shall accept the terms of UCL's offer that a Contract (\textit{Contract}) is made between Supplier and UCL for the supply of Scientific Equipment. Each Contract is subject to these Terms to the exclusions of all other terms and conditions (including any standard conditions which Supplier may purport to apply under any quotation, offer, confirmation of order or similar document). Supplier will be deemed to have accepted the terms of the \textit{Contract} offer that UCL makes in its discretion accept that Scientific Equipment, and UCL's original offer and these Terms will be deemed to apply to such delivery.

4.5 UCL retains the right to have any item of the Scientific Equipment supplied to UCL pursuant to a Contract that is not, or is not deemed by UCL to be, a valid offer removed and/or cancelled at Supplier's sole expense.

4.6 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.

5 Supply of Scientific Equipment

5.1 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 each item of Scientific Equipment supplied to UCL pursuant to 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 referenced) in UCL's purchase order or confirmed by the time deliveries of the UCL purchase order or confirmed by the time of any delivery; and (ii) applicable; and

(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 impliedly) prior to or at the time the Contract is made;

(d) conforms in all respects to that which Supplier has represented to UCL in writing, which may be by email, as applicable; and

(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, storage, handling and delivery of the Scientific Equipment, including all Regulations relating to health and safety and all Environmental Laws.

5.2 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, 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 of a third party.

5.3 To the extent any Software is installed in or on, or otherwise forms part of, any Scientific Equipment Item, Supplier hereby grants (or shall procure the grant) to UCL of an irrevocable, perpetual, non-exclusive and worldwide licence to use (and allow a licencsee to use the Software in connection with the use and operation of the Scientific Equipment Item by any person and for any purpose. References in these Terms to "Supplier" in this Clause 5.3 shall be deemed to extend to UCL). Each of UCL and Supplier shall bear its own costs and expenses incurred in respect of its compliance with its obligations under the Contract.

5.4 Supplier shall ensure that any and all Software (i) shall be free from viruses, malicious code and anything else that may impair the performance, operation or functionality of the Software; and (ii) is and shall remain suitable for use with the relevant Scientific Equipment Item for the full life of that item.

5.5 Supplier shall advise UCL in writing (which may be email) of any hazards relating to the transport, handling, storage, and/or use of each type of Scientific Equipment Item for the Contract.

5.6 Supplier shall deliver the Scientific Equipment on the date, to the destination and during the delivery hours specified in UCL's purchase order or confirmatory email, as applicable, for the Contract. Where no delivery date is specified in the purchase order or confirmatory email, Supplier shall deliver the Scientific Equipment during UCL's normal business hours within 10 days of the date the Contract is made in accordance with Clause 4.2 to the destination notified to Supplier by UCL or otherwise in accordance with UCL's written instructions. Supplier shall ensure that a contract of carriage is delivered pursuant to the Contract and which sets out: (i) the date of the Contract; (ii) UCL's purchase order number (where present); (iii) the quantity and quantity of the Scientific Equipment, including the code number of each Scientific Equipment Item (where applicable); (iv) details of any special storage or handling instructions; and (v) if the Scientific Equipment Item is a Software: (a) the Software; and (ii) is and shall remain suitable for use with the relevant Scientific Equipment Item for the full life of that item.

5.7 Supplier shall not deliver the Scientific Equipment under a Contract in instalments without UCL's prior written consent. UCL may treat any delivery of Scientific Equipment made without its prior written consent as an immediate material breach of the Contract and terminate the Contract in accordance with Clause 19.4 of these Terms.

5.8 If the Scientific Equipment Item to be delivered under a Contract is to be delivered in instalments, the Contract will be treated as a single contract and will not be severable. If UCL's purchase order or confirmatory email, as applicable, for the Contract includes specific details about how each item of Scientific Equipment is to be delivered (for example the "number of Scientific Equipment Items to be delivered on each pallet or in each box") then Supplier shall ensure that its delivery complies with those details.

5.9 In respect of each item of Scientific Equipment (to be) supplied by Supplier pursuant to a Contract, Supplier shall bear all costs (or of damages) supplied by Supplier will pass to UCL upon delivery in accordance with the Contract. Title to each such item will pass to UCL upon delivery unless payment for the Scientific Equipment Item has been made, in which case Supplier shall cease to own title to the Scientific Equipment Item and instead UCL will possess title to the Scientific Equipment Item at the time payment is made.

Problems with Scientific Equipment

UCL will not be deemed to have accepted any item of Scientific Equipment under a Contract until UCL has received a reasonable amount of time to inspect them following delivery; or, if later and in each case, within a reasonable time after UCL becomes aware of any latent defects in connection with the same. If, in respect of a Contract, any item of Scientific Equipment is not supplied in accordance with the provisions of the Contract then UCL may, in addition to its other rights (and in particular its right to reject or fail to accept) shall be inclusive of all Scientific Equipment:

(a) refuse to accept any subsequent delivery of any item of Scientific Equipment which Supplier attempts to make;

(b) require a refund from Supplier of sums paid in advance for Scientific Equipment that Supplier has not provided;

(c) recover from Supplier any costs incurred by UCL in obtaining substitute Scientific Equipment from a third party;

(d) require Supplier to repair the Scientific Equipment or to supply replacement Scientific Equipment in accordance with the Contract;

(e) claim damages for any consequential loss or expenses incurred by UCL which are in any way attributable to Supplier's failure to carry out its obligations under the Contract; and/or

(f) terminate the Contract and require the repayment of any part of the charges that UCL has paid for the Scientific Equipment.

Charges

The charge for each item of Scientific Equipment under a Contract, as applicable, pursuant to the delivery of Scientific Equipment shall be the charge for the item of Scientific Equipment set out in UCL's purchase order or confirmatory email, as applicable, for the Contract. The charges for Scientific Equipment under a Contract will apply irrespective of any charges that Supplier may include on any quotation, offer, confirmation of order or similar document.

7.1 In respect of the Contract, the charges are:

(a) exclusive of any applicable value added tax (which will be payable by UCL subject to UCL receiving a valid value added tax invoice from Supplier); and

(b) inclusive of all charges for packaging, packing, insurance and delivery of the Scientific Equipment and any duties, taxes or levies other than value added tax.

7.2 Details of the charges UCL pays Supplier for Scientific Equipment under a Contract shall be treated by Supplier as information of a confidential nature.

7.3 In respect of a Contract, except as otherwise expressly set out in the Contract:

(a) the charges payable by UCL under a Contract are exclusive of pocket expenses and other costs which may be incurred by Supplier or any of Supplier's-controlled in connection with the supply of the Scientific Equipment; and

(b) each of UCL and Supplier shall bear its own costs and expenses incurred in respect of its compliance with its obligations under the Contract.

Payment

8.1 In respect of a Contract, unless otherwise stated in UCL's purchase order or confirmatory email, as applicable, for the Contract:

(a) Supplier will invoice UCL for the Scientific Equipment UCL orders at any time after delivery of the Scientific Equipment;

(b) all invoices must be sent by Supplier to sales@ucl.ac.uk;

(c) UCL will pay all undisputed invoices set out in an invoice within 30 days of receiving it; and

(d) Supplier will make payment in pounds sterling.

8.2 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.

8.3 In respect of a Contract, UCL may withhold payment of any disputed sums and UCL may deduct from any monies due to Supplier under the Contract any monies Supplier owes UCL.

8.4 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

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

9.2 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 Intellectual Property Rights of a third party; and

(b) Supplier indemnifies UCL against all costs (including the cost of defending any claim made or threatened alleging that the Scientific Equipment and/or any part of the same (or any part thereof) contains an infringement or other violation of any rights (including any Intellectual Property Rights).

9.3 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 the trademark or in its absolute discretion.

10.1 In relation to UCL Permissions that UCL permits Supplier to enter into enable it to supply the Scientific Equipment under a Contract, Supplier shall ensure all persons supplying the Scientific Equipment on such premises.

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comply with the security and safety policies and procedures 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 who require access to such premises); and
(b) leave such premises in no worse condition than the condition of the premises prior to the commencement of the supply of Scientific Equipment (fair wear and tear excepted) and to remove all equipment, goods and/or materials necessary to supply the Scientific Equipment in accordance with the Contract, other than any UCL Assets or any UCL Premises.

10.2 UCL reserves the right to refuse entry to any of UCL's Premises to any person(s) supplying Scientific Equipment to UCL on behalf of the Supplier, or to require the Supplier to obtain such access to any such premises in accordance with reasonable security measures to be identified from time to time by UCL, provided that any such action is necessary to protect the Security of the Personal Data.

11 UCL Assets

11.1 In respect of a Contract, Supplier shall be responsible for providing at its own cost and expense all that it reasonably requires and that it considers to be desirable, such refusal not to be vexatiously or spuriously exercised.

11.2 UCL may at its own discretion and, in the absence of any instructions from the Supplier, take possession of any equipment provided to UCL by or on behalf of the Supplier in connection with the provision of the Scientific Equipment to UCL under the Contract. Supplier shall return all UCL Assets (and all copies Supplier has made of any or all of UCL Assets) to UCL on demand, and, in any event, on termination of the Contract. Such possession of the Personal Data Supplier Processes will be Personal Data collected with the provision of the Scientific Equipment to UCL and, unless otherwise notified in writing (including by email) to Supplier by UCL.

(a) maintain UCL Assets in good order and condition and make good any loss or damage to UCL Assets;
(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 respect of any Contract, the Contract may require the Processing of Personal Data by Supplier on behalf of UCL. In such circumstances, UCL (i) alone shall 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 of any and all Personal Data Supplier Processes on behalf of UCL and shall 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 any or all 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 shall:

(a) notify UCL 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.

12.2 Where a Contract requires 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.

12.3 UCL's Processor in respect of all such Personal Data.

12.4 Supplier shall inform each UCL Data Subject that its Personal Data may be Processed by UCL in connection with the Contract in the manner and for the purposes described in (j) UCL's Privacy Notice, available at https://www.ucl.ac.uk/privacy/services/public-general-privacy-notice; and (ii) any other privacy notices applicable to the UCL Data Subject."
16.12 A breach of any one or more of Clauses 16.3 to 16.11 (inclusive) by Supplier shall be deemed to be an irredeemable material breach for the purposes of Clause 19.5(a).

17 Real Living Wage

17.1 In respect of a Contract, Supplier shall engage in any activity, practice, or conduct which would otherwise be required by the evasion of tax, or any concerns that such a request or demand may have been made.
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 indemnify, hold harmless and 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 in contract or in tort, or (i) by reason of negligence; or (ii) otherwise) shall be limited to an amount equal to 100% of the total aggregate charges paid and/or payable by the Affected Party to Supplier for the Scientific Equipment under the Contract or, if applicable, under any other Contract between the Parties.

21.4 Subject to 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/or (iii) caused by a fraud or willful 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, provided that (i) where the Affected Party is Supplier, Supplier has and continues at all times to comply with the provisions of Clause 15; and (ii) 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 is affected by a Force Majeure Event seeks to rely on the provisions of Clause 22.1 (Affected Party), 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 the 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;
(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 dispute 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 fulfil its obligations under the Contract.

23.4 The existence and all negotiations connected with such dispute shall at all times be and remain confidential to and in accordance with Clause 13. Nothing in this Clauses 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 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.