STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF PRODUCTS & SERVICES

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 20 Gordon Street, London WC1H 0EH. These Terms are the terms and conditions upon which UCL purchases products and services.

2 Definitions
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 23.2.
- 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 London;
- 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 sub-paragraph (a) of this definition:
    (i) all information (whether written, oral or in electronic form) concerning UCL’s staff, students, customers, contractors, a Commercial Contract, research partners and collaborators; and
    (ii) the UCL Data;
- Data Subject means any data subject;
- Definitions means in each case that the other Party obtains or receives as a result of the discussions leading up to the entering into or the continuation of a Contract;
- Contract has the meaning given in Clause 4.2;
- Contract 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;
  (ii) appoint or remove all, or the majority, of the persons, management, directors or other equivalent officers of a person; and
  (iii) give directions (whether in respect to actions, policy or otherwise) whether by contract or otherwise, with 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 Rating Agency means any of the companies used by UCL from time to time (including Dun & Bradstreet, Credit Safe and Experian) that assigns credit scores to organisations based on the organisation’s perceived ability to pay back debt and the likelihood of corporate financial solvency or failure in the future;
- Data Protection Laws means all regulations relating to the Processing of Personal Data;
- Data Subject means the individual to which the Personal Data relates;
- Deliverables means, in respect of a Contract, materials, items or deliverables prepared by or on behalf of Supplier, or otherwise delivered to UCL, as part of the provision of any services pursuant to the Contract;
- Environmental Information Regulations 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;
- 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 circumstances (other than 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, armed 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, nuclear, chemical or biological radiation 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 business or 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), 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, without limitation, applications to apply for, and registrations in respect of any and all of the foregoing, each for their full term including extensions, revivals and renewals thereof;
- Non-Affected Party has the meaning given in Clause 23.2;

3 Responsibilities of Supplier

3.1 Parties mean Supplier and UCL and Party shall mean either Supplier or UCL, as the context so requires;
- Personal Data means any information relating to an identified or identifiable living individual;
- 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 by automatic means or otherwise, including the collection, recording, organisation, storage, alteration, readmission, unauthorised disclosure of, or access to, Personal Data, and, in this definition, includes the alteration of Personal Data, and, in this definition, includes the alteration of Personal Data, and the retention of Personal Data, and the destruction of Personal Data;
- Processed, 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;
- Sub-processor has the meaning given in Clause 13.3(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 a Contract;

3.2 Terms means these terms and conditions, which are UCL’s standard terms and conditions of purchase;

3.3 UCL has the meaning given in Clause 1;
- UCL Assets means the meaning given in Clause 12.2;
- UCL Data means, in respect of a Contract, all data (including Personal Data), information, text, drawings, diagrams, documents and images which are embodied in any electronic or tangible medium, or which Supplier is able to access or use by any means, whether by contract or otherwise, during the course of the performance of the obligations under the Contract, and/or:
  (a) made available by or on behalf of UCL to Supplier, or otherwise accessed, obtained, used, or held by Supplier in connection with the performance of its obligations under the Contract, and/or
  (b) created, generated, modified, maintained, stored and/or otherwise processed by or on behalf of Supplier in connection with the performance of its obligations under the Contract;
- UCL Policies means the policies, procedures and compliance requirements of UCL, as determined by UCL and published on UCL’s policies webpage from time to time, which webpage is available at https://www.ucl.ac.uk/commercial(procurement)utils-supply-chain-policy/values-and-policies;
- UCL Premises means premises owned, leased or occupied by UCL;
- words importing the singular shall include the plural and vice versa and words importing persons shall include bodies corporate, unincorporated associations and partnerships;

4 Standard Terms for Purchase of Goods

4.1 These Terms shall apply to any purchase order or the offer by Supplier to UCL for the purchase of goods or services by Supplier (which shall mean Supplier’s offer to UCL for the purchase of goods or services by Supplier) and, subject to any agreement to the contrary made in accordance with this Clause 4.1, all offers made by UCL under these Terms are made on a non-exclusive basis.
- Supplier must notify UCL of its unconditional acceptance or rejection of UCL’s offer in writing (which may be by 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 perform the
relevant services or supply the relevant products, then Supplier will be deemed to have unconditionally accepted UCL’s offer. Any attempt by Supplier to accept UCL’s offer on terms that are different to UCL’s original offer as set out in its purchase order or confirmation email be applicable, will be deemed to be a rejection of UCL’s original offer. It is at the moment Supplier unconditionally accepts UCL’s offer if a contract (Contract) is made between Supplier and UCL for the supply of the products and/or services specified in the purchase order or confirmation email, as applicable. Each Contract is subject to these Terms to the exclusion of all other terms and conditions (including any terms with which Supplier may purport to apply under any quotation, offer, confirmation of order or similar document).

4.3 If, in respect of a Contract, there is any conflict or ambiguity in the provisions of this Clause 4 or the purchase order or confirmation email the supplier may apply the provisions of these Terms. Where no delivery date, destination and/or delivery times are provided in the purchase order or confirmation email does not specify a date by when the services are to be completed, then Supplier must complete them within a reasonable time of the date when the Contract is entered into by the supplier with UCL.

4.4 If Supplier rejects, or is deemed to reject, UCL’s original offer but supplies the products and/or services specified in UCL’s purchase order or confirmation email, as applicable, it is made or otherwise accepted by Supplier in accordance with UCL’s original offer and these Terms will be deemed to apply to such supply.

4.5 Supplier supplies to UCL and/or services supplied to UCL pursuant to an offer that is, or is not deemed by UCL to be, a valid offer or acceptance and/or cancelled at Supplier’s sole discretion.

4.6 UCL may cancel (terminate) a Contract (or any part thereof) in respect of all or any of the: (a) products to be delivered under the Contract by giving Supplier notice of the cancellation at any time before those products (or any part thereof) have been delivered; and/or (b) services to be performed under the Contract by giving Supplier notice of the cancellation at any time before those services (or any part thereof) have been performed and UCL will not be liable to pay for those products and/or services that have been so cancelled in accordance with this Clause 4.6.

5 Supply of products

5.1 In respect of a Contract, and irrespective of whether UCL has accepted any products supplied by Supplier or pursuant to the Contract, Supplier shall ensure that each product Supplier supplies to UCL under the Contract:

(a) is supplied to UCL 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 confirmation email, as applicable; and/or
(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;

5.2 In respect of a Contract, Supplier shall ensure that (i) it has the legal right to sell the products to UCL; and (ii) the products Supplier supplies, and any person’s use of the products, does not infringe any rights (including any Intellectual Property Rights) of a third party. Supplier shall also advise UCL in writing (which may be by email) of any hazards relating to the transport, handling, storage, and/or use of each type of product supplied under a Contract.

5.3 Supplier shall deliver the products under a Contract on the date, to the destination and during the delivery hours specified in UCL’s purchase order or confirmation email, as applicable, for the Contract. Where no delivery date, destination and/or delivery time is specified in UCL’s purchase order or confirmation email, Supplier shall deliver the products during UCL’s normal business hours within 10 days of the date on which the Contra: is made in accordance with Clause 4.2 to the destination notified to Supplier by UCL or otherwise in accordance with the instructions. Supplier shall ensure that the delivery note accompanies each delivery made pursuant to a Contract and which sets out: (i) the date of the Contract; (ii) UCL’s purchase order number (where provided by UCL); (iii) the type and quantity of the products; (iv) the number of each product (where applicable); (v) details of any special storage or handling instructions; and (vi) any relevant product information, details of the number of products being delivered and the remaining balance of products to be delivered in the future (if any). Supplier shall ensure that each such delivery note is properly and securely packed in accordance with the currently applicable requirements.

5.4 Supplier shall not deliver products under a Contract in instalments unless UCL’s prior written consent. UCL may treat any delivery of products in instalments without its prior written consent as an immediate material breach of the Contract and terminate the Contract in accordance with Clause 20.

5.5 If products are to be delivered under a Contract in instalments, then the Contract will be treated as a single contract and will not be severable. If UCL’s purchase order or confirmation email, as applicable, for the Contract includes specific details about how products are to be delivered (for example “x” number of products to be delivered on each pallet or in each box) then Supplier shall ensure that its delivery complies with those details.

6 Performance of services

6.1 In respect of a Contract, and irrespective of whether UCL has accepted any services (including any Deliverables) provided by Supplier pursuant to the Contract, Supplier shall, in respect of all services it performs for UCL under the Contract:

(a) be responsible for providing and at its own cost and expense all the personnel necessary to perform the services in accordance with the provisions of the Contract (including any Deliverables); (b) use appropriately experienced, qualified and trained personnel to perform the services that are familiar, with appropriate, with UCL’s requirements under the Contract; (c) perform the services in accordance with the Regulations and Good Industry Practice that apply to the performance of the services supplied under the Contract; (d) ensure that the services (including any Deliverables) correspond with any services description and/or specification set out (or referred to) in UCL’s purchase order or confirmation email, as applicable;

(e) comply with any reasonable instructions given to it from time to time by UCL concerning the provision of the services within a reasonable period of the instructions being given (taking into account the nature and extent of the instructions given); and

(f) in providing the services, act in good faith and co-operate fully, and procure that each of its employees, agents and sub-contractors co-operate fully with UCL and are subject to the same obligations as UCL under the Contract.

9 Payment

9.1 Payment of a Contract, unless otherwise stated in UCL’s purchase order or confirmation email, as applicable, for the Contract:

(a) Supplier may invoice UCL for the products UCL orders at any time after delivery of the products;
(b) Supplier may invoice UCL for the services UCL orders at any time after completion of the services;
(c) all invoices must be sent by Supplier to: invoices@ucl.ac.uk;
(d) UCL will pay all undisputed sums set out in an invoice within 30 days of receiving it; and
(e) UCL will make payment in pounds sterling.
9.2 Each invoice submitted under a Contract must refer to the products supplied and/or services performed and state the unique purchase order number to which it relates.

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

9.4 If payment is not made when due under a Contract pursuant to this Clause 9, 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.

10. Intellectual Property Rights

10.1 Save and otherwise set out in a Contract (including in these Terms): (i) the Intellectual Property Rights created by a Party under or in connection with the Contract shall vest in and remain with that Party at all times; (ii) neither Party may use any Intellectual Property Rights to which the other Party is entitled, without the prior written consent of the other Party; (iii) the Background Intellectual Property has derived); and (iv) the Foreground Intellectual Property (including the Foreground Intellectual Property) in any manner of UCL's choosing.

10.2 In respect of a Contract (including in these Terms) and notwithstanding Clause 10.1: (a) any Background Intellectual Property is to be owned by UCL and Supplier hereby assigns to UCL (by way of present and, where applicable, future assignment) with full title guarantee all Foreground Intellectual Property;

10.3 In respect of a Contract: (a) all Background Intellectual Property is and shall remain the property of the Party owning, in respect of applicable, the Background Intellectual Property from whom its right to use the Background Intellectual Property has derived and nothing in this Contract shall confer on Supplier a licence to use any Background Intellectual Property of one Party to the other Party;

10.4 Supplier warrants and undertakes to UCL that it has the right to (i) assign to UCL the Foreground Intellectual Property in accordance with Clause 10.2; and (ii) licence UCL to use and exploit (and to allow others to use and exploit) its Background Intellectual Property in accordance with Clause 10.3.

10.5 In respect of a Contract: (a) Supplier undertakes that the products and/or services (including any Deliverables) Supplier supplies to UCL and any person's use of the same shall not infringe any rights (including any Intellectual Property Rights) of any third party; and

10.6 For the purposes of these Terms: (a) Background Intellectual Property means, in respect of a Deliverable, any Intellectual Property Rights subsisting in the Deliverable other than any Foreground Intellectual Property; and

11. UCL Premises

11.1 In relation to UCL Premises that UCL permits Supplier to enter to enable it to supply the products or services under a Contract, Supplier shall not enter UCL Premises without the express consent of UCL notified to Supplier in writing after reference to its access to such premises (including the removal of any persons where applicable, the UCL Premises) and where applicable, the UCL Premises, in respect of a Deliverable, any Intellectual Property Rights subsisting in the Deliverable that are obtained by, or that are not exclusively in the possession of Supplier in respect of such matters, which UCL may do, or may refuse to do, in its absolute discretion.

11.2 UCL reserves the right to refuse entry to any of UCL Premises to any person(s) supplying products or carrying out services where UCL considers such admission to be undesirable, such refusal not to be vexatiously or spuriously exercised.

12. UCL Assets

12.1 In respect of a Contract, Supplier shall not acquire title to or otherwise deal in any of UCL's UCL Premises or any intellectual property rights in relation to the services or supply the products in accordance with the Contract, other than any UCL Assets or any UCL Intellectual Property.

12.2 UCL may, in respect 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 products or services under a Contract. All UCL Assets and will remain at all times property of UCL and Supplier shall, in respect of a Contract, Supplier shall have no ownership interest in or title to the Contract or the materials provided to Supplier by UCL.

12.3 Where, under or in connection with a Contract, Supplier Processes Personal Data on behalf of UCL, Supplier shall Process Personal Data in connection with the provision of the products and/or services under the Contract to the extent required by any law to Process the Personal Data on demand and, in any event, on UCL's prior written consent. Where such consent is given by Supplier, Supplier shall use and exploit (and allow others to use and exploit) any Background Intellectual Property in any manner of UCL's choosing.

13. Data protection

13.1 In respect of a 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 and/or, under the terms of the Contract, Supplier Controller and Supplier shall be UCL's Processor in respect of all such Personal Data.

13.2 Where, under or in connection with a Contract, Supplier Processes Personal Data on behalf of UCL, Supplier shall Process Personal Data on behalf of UCL in connection with the provision of the products and/or services under the Contract. Supplier shall not transfer or Process the Personal Data outside the UCL Assets as shal from time to time be notified in writing (including by email) to Supplier by UCL.

13.3 Where, under or in connection with a Contract, Supplier Processes Personal Data on behalf of UCL as its Processor, Supplier shall: (a) comply with all data protection obligations to which UCL's UCL Data protection rights; (b) comply with all data protection obligations to which UCL's UCL Contracts and other written agreements as a Processor to UCL's UCL Data protection rights; (c) comply with all data protection obligations to which UCL's UCL Contracts and other written agreements as a Processor to UCL's UCL Data protection rights; (d) comply with all data protection obligations to which UCL's UCL Contracts and other written agreements as a Processor to UCL's UCL Data protection rights; (e) comply with all data protection obligations to which UCL's UCL Contracts and other written agreements as a Processor to UCL's UCL Data protection rights; (f) comply with all data protection obligations to which UCL's UCL Contracts and other written agreements as a Processor to UCL's UCL Data protection rights; (g) comply with all data protection obligations to which UCL's UCL Contracts and other written agreements as a Processor to UCL's UCL Data protection rights; (h) comply with all data protection obligations to which UCL's UCL Contracts and other written agreements as a Processor to UCL's UCL Data protection rights; (i) comply with all data protection obligations to which UCL's UCL Contracts and other written agreements as a Processor to UCL's UCL Data protection rights; (j) comply with all data protection obligations to which UCL's UCL Contracts and other written agreements as a Processor to UCL's UCL Data protection rights; (k) comply with all data protection obligations to which UCL's UCL Contracts and other written agreements as a Processor to UCL's UCL Data protection rights; (l) comply with all data protection obligations to which UCL's UCL Contracts and other written agreements as a Processor to UCL's UCL Data protection rights; (m) comply with all data protection obligations to which UCL's UCL Contracts and other written agreements as a Processor to UCL's UCL Data protection rights; (n) comply with all data protection obligations to which UCL's UCL Contracts and other written agreements as a Processor to UCL's UCL Data protection rights; (o) comply with all data protection obligations to which UCL's UCL Contracts and other written agreements as a Processor to UCL's UCL Data protection rights; (p) comply with all data protection obligations to which UCL's UCL Contracts and other written agreements as a Processor to UCL's UCL Data protection rights; (q) comply with all data protection obligations to which UCL's UCL Contracts and other written agreements as a Processor to UCL's UCL Data protection rights; (r) comply with all data protection obligations to which UCL's UCL Contracts and other written agreements as a Processor to UCL's UCL Data protection rights; (s) comply with all data protection obligations to which UCL's UCL Contracts and other written agreements as a Processor to UCL's UCL Data protection rights; (t) comply with all data protection obligations to which UCL's UCL Contracts and other written agreements as a Processor to UCL's UCL Data protection rights; (u) comply with all data protection obligations to which UCL's UCL Contracts and other written agreements as a Processor to UCL's UCL Data protection rights; (v) comply with all data protection obligations to which UCL's UCL Contracts and other written agreements as a Processor to UCL's UCL Data protection rights; (w) comply with all data protection obligations to which UCL's UCL Contracts and other written agreements as a Processor to UCL's UCL Data protection rights; (x) comply with all data protection obligations to which UCL's UCL Contracts and other written agreements as a Processor to UCL's UCL Data protection rights; (y) comply with all data protection obligations to which UCL's UCL Contracts and other written agreements as a Processor to UCL's UCL Data protection rights; (z) comply with all data protection obligations to which UCL's UCL Contracts and other written agreements as a Processor to UCL's UCL Data protection rights.

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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.

17 Compliance

17.1 In respect of a Contract, Supplier shall:
(a) 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 for it to carry out its obligations under the Contract;
(b) perform all of its obligations under the Contract in accordance with (i) the terms and conditions of the Contract; (ii) Good Industry Practice; and (iii) the Regulations (and all changes thereto).

17.2 In respect of a Contract, Supplier shall (i) comply, and shall procure that its employees, agents and sub-contractors comply with, the UCL Policies; and (ii) report to UCL any alleged or suspected violation of any of the UCL Policies as soon as reasonably practicable.

17.3 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 offence against the Bribery Act 2010 (as that Act and any regulations made under it are in force);
(c) comply with such ethics, anti-bribery and anti-corruption policies of UCL as are in force from time to time;
(d) 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 applicable anti-bribery (including the UK Bribery Act 2010) and will ensure the same approach is adopted in relation to anti-bribery; and
(e) 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:
(f) ensure that any person associated with Supplier who is providing products and/or services in connection with the Contract acts only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on Supplier in this Clause 17.3 (Relevant Terms). Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable in respect of any breach of them.

17.4 For the purposes of Clause 17.3:
(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 (as that Act and any regulations made under it are in force); and
(b) a person shall be associated with Supplier if Supplier has a significant influence over how a supplier of goods and services in connection with the Contract is run.

17.5 Supplier shall, in performing its obligations under a Contract, do all things necessary to ensure compliance with the Modern Slavery Act 2015. In addition, Supplier represents, warrants and undertakes that:
(a) it conducts its business in a manner that is consistent with the Modern Slavery Act 2015 and;
(b) neither Supplier nor any of its officers, employees or other persons associated with it (whether on its own behalf or on behalf of any of its Associated Entities, agents or sub-contractors) shall engage in slavery and human trafficking; and
(c) has been or is the subject of any investigation, inquiry, or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

17.6 Supplier shall, in respect of a Contract, implement due diligence procedures for its suppliers and other participants in its supply chains, 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 under the Contract, Supplier shall implement an appropriate system of due diligence, audit and training designed to ensure compliance with the Modern Slavery Act 2015.

17.7 Supplier shall:
(a) maintain a complete set of records, including the identity of each supplier, the details of the goods or services provided by each supplier and the date of delivery. Supplier shall maintain a summary list of these suppliers (including their contact details) for a period of 5 years from the date of the Supplier’s last purchase from each supplier. Supplier shall keep this list updated as and when new suppliers are identified or when existing suppliers cease to supply, and Supplier shall ensure that the list is kept up-to-date;
(b) implement an audit of the suppliers it uses, to ensure that it satisfies the Modern Slavery Act Regulations relating to the supply of modern slavery act risks. Supplier shall provide a copy of the report available to UCL on request.

17.8 Supplier shall:
(a) any breach, or potential breach, of the Modern Slavery Act 2015; and/or
(b) any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Contract.

17.9 Supplier shall:
(a) in respect of a Contract, notify UCL as soon as it becomes aware of:
(b) any breach, or potential breach, of the Modern Slavery Act 2015; and/or
(c) any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Contract.

(b) ensure that all employees, agents and sub-contractors treat UCL’s visitors, students, clients, suppliers, prospective, current and former staff members and any other persons they come into contact with while supplying products and/or providing services equally and without discrimination; and
(c) comply with such equal opportunities and non-discrimination policies of UCL as provided to Supplier from time to time.

17.11 Supplier shall, in respect of a Contract, engage in any activity, practice, or conduct which would constitute a UK or foreign tax evasion facilitation offence under the UK Criminal Finances Act 2017 (‘CFA’) or, in respect of a Contract, any action that will subject UCL or any other Party to the cost of defending any legal action brought by or on behalf of any party to the Contract or any legal proceedings in connection with the dispute or to settle the performance of its obligations under the Contract (including any legal fees and/or costs payable in connection with any appeal or review proceedings or other type of comparable proceeding); and

17.12 A breach of any of Clauses 17.3 to 17.11 (inclusive) by Supplier shall be deemed to be an irreparable material breach for the purposes of Clause 20.5(a).

18 Real Living Wage

18.1 In respect of a Contract, and except in relation to volunteers or apprentices or where specifically providing with UCL (which may include, for example, Supplier’s employees or any similar employees), Supplier shall
(a) ensure that the Supplier Personnel who are directly employed or engaged by Supplier and/or one of its Associated Entities and/or are paid no less than the Real Living Wage;
(b) for the purposes of this Clause 18, the Real Living Wage means, in respect of each member of Supplier Personnel located in the UK, whichever is the higher:
(i) the national living wage (as defined under the UK’s National Minimum Wage regulations) as applied to Supplier Personnel with whom the Force may engage;
(ii) a Real Living Wage (or similar living wage that is intended to adequately cover necessary living costs) that, by virtue of the location from which the member of the Supplier Personnel performs their role in respect of the Contract, is lower than the Real Living Wage that applies to other members of the Supplier Personnel that spends the majority of their time working outside the UK, as calculated and updated by the Real Living Wage provider (or any successor organisation) from time to time.

19 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 exercise one or both of the following options:
(a) require Supplier to provide such documentation and/or amendment to the Contract as is reasonably necessary to ensure the satisfaction of UCL (in its absolute discretion) that alleviates the risk presented by Supplier to UCL of the Adverse Credit Scoring; and
(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 not less than 14 days’ prior written notice of such termination.

20 Term and Termination

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

20.2 Subject to Clause 20.1, a Contract shall automatically terminate on the date upon which all services have been performed and/or all products have been delivered, as applicable, in each case in accordance with the provisions of the Contract.

20.3 In respect of a Contract, and notwithstanding any other provision of the Contract (including any terms and conditions set out in the UCL purchase order or confirmatory invoice, as applicable), the Parties agree that:
(a) 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 Clauses 20.2 and 20.2.1 if the Contract is not automatically renewed or extended for any additional or subsequent period or term.
(b) UCL may immediately terminate a Contract without cause and at any time by giving prior written notice of such termination to Supplier.

20.4 Either Party may terminate a Contract by giving notice to the other party on or at any time after the commencement of any of the following:
(a) the other Party commits a material breach of any term(s) of the Contract which breaches would not be remedied or is/are not remedied (or if a breach is remediable) that Supplier fails to remedy that breach within a period of 14 days after being notified in writing to do so;
(b) the other Party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract or
(c) a receiver, liquidator or administrator is appointed for the other Party or the other Party passes a resolution for the appointment of a liquidator (other than in any such case a voluntary winding up of a solvent company for the purposes of amalgamation or reconstruction); an order is made for the appointment of an administrator to manage the affairs, business and property of the other Party or notice of intention to appoint an administrator is given by the nature of the business or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986); the other Party takes any voluntary arrangement, a scheme of arrangement under Part 26 Companies Act 2006 or any analogous compromise or arrangement (whether formal or informal) with any of its creditors (other than in that case a voluntary winding up of a solvent company for the purposes of amalgamation or reconstruction); any moratorium on the part of the assets of the other Party or the object of attachment, sequestration or other type of comparable proceeding; the other Party is unable or admits in writing its inability to pay its debts as they fall due; or the other Party is involved in any similar or analogous action in any jurisdiction in consequence of debt.

20.5 On termination of a Contract (i) Supplier will, if required by UCL, fulfill any part of the Contract that is required 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.

20.6 On termination of a Contract (i) Supplier will, if required by UCL, fulfill any part of the Contract that is required 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.

20.7 Clauses 2.3, 3.4, 3.5(1), 4(1), 5, 5.1, 5.2, 5.6, 7, 8.9, 10, 12.12, 14, 15, 17.9, 20.6, 20.7, 20.8, 22.4 and 25 will survive the termination of a Contract as will any other Clause which by its nature is intended to survive termination. The termination of a Contract shall not prejudice any rights which may have accrued to either party prior to the point of termination.

20.8 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 termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

21 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 employer’s liability insurance (including any excess 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.

22 Liability

22.1 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, 6.4, 10.3, 14.12 (inclusive) and 22.2.

22.2 Subject to Clause 22.1, 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.

22.3 In respect of a Contract and subject to Clause 22.1, each Party’s total aggregate liability to the other Party under or in connection with the Contract (whether such liability arises under any statute or in contract, tort (including negligence) or otherwise) shall be limited to an amount equal to 200% of the total aggregate fees paid and/or invoiced by the other Party to be paid under the Services under the Contract;

22.4 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 death, personal injury and/or loss of 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 carrying out the Services, supplying the products and/or whilst performing any UK Premises; and/or (iii) caused by any fraud or wilful default by Supplier’s employees or sub-contractors.

23 Force majeure

23.1 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 23.2.a), provided that (i) where the Affected Party is Supplier, Supplier has and continues at all times to comply with its obligations under Clause 16; and (ii) where the Affected Party is UCL, the Affected Party complies with the provisions of Clauses 23.2.a), 23.2.b) and 23.2.c).

23.2 Where a Party affected by a Force Majeure Event seeks to rely on the provisions of Clause 23.1 (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 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 Non-Affected Party proposes to take to mitigate the effect of the Force Majeure Event;
(b) regularly update the information provided under Clause 23.2.a) throughout the period during which the Force Majeure Event continues to affect
(c) use reasonable endeavours in accordance with Good Industry Practice to continue to perform or resume the performance of its obligations under the Contract, including (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.

23.3 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 on a specified date by giving notice of such termination to Supplier.

24 Resolution of disputes

24.1 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 and shall use every practicable effort after referral and in any event within seven days of such referral.

24.2 If a dispute is not resolved within 20 days of the dispute first being referred to the Representatives for resolution under Clause 24.1 then the Parties shall be entitled to commence legal proceedings in connection with the dispute or to settle the dispute through an arbitration or any other type of dispute resolution procedure that the Parties may agree in relation to the dispute.

24.3 The performance of the respective Parties’ obligations under a Contract shall not be deemed to constitute a breach of the Contract if Supplier or UCL delays in their performance or conduct any interim remedy pursuant to Part 25 of the Civil Procedure Rules (including injunctive relief).
25.1 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.

25.2 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.

25.3 A person who is not a party to a Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of the Contract.

25.4 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 any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

25.5 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.

25.6 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.

25.7 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 25.7 (i) by hand; (ii) by post, postage prepaid; (iii) by counter 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 counter 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 25.7 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.

25.8 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.

25.9 If any provision or part-provision of these Terms or any Contract or becomes 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 or deletion of a provision or part-provision under this Clause 25.9 shall not affect the validity and enforceability of the rest of these Terms or any Contract.

25.10 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 products and/or services 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.

25.11 These Terms and each Contract and any non-contractual obligations arising out of or 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 25.12, UCL and Supplier hereby submit to the exclusive jurisdiction of the courts of England and Wales in respect of the same.

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