

Goldsmiths' Standard Terms for Supply of Goods and Services

Definitions and interpretation

1.1 In these Conditions, the following expressions have the corresponding meaning:

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| Business Day | Monday to Friday (inclusive) except bank or public holidays in England or other days when Goldsmiths is officially closed for business; |
| Commencement Date | has the meaning given in Condition 2.3; |
| Conditions | these conditions as amended from time to time in accordance with Condition 18.8; |
| Confidential Information | any and all materials and information of or relating to a Party constituting or concerning actual or potential products, services, contracts, business models, methods or practices, financial projections or results, know how, trade secrets, Intellectual Property Rights or ideas which are not generally known to third parties, and such other information as may be proprietary or confidential in nature or is identified as confidential before or at the time of disclosure; |
| Contract | the contract between Goldsmiths and the Supplier for the supply of Goods and/or Services; |
| Data Protection Legislation | means all applicable data protection and privacy legislation in force from time to time in the UK, including: the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority; |

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| Default | <p>any breach of the obligations of the relevant Party (including abandonment of this Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement (a) in the case of Goldsmiths, of its employees, servants, agents; or (b) in the case of the Supplier, of any Supplier</p> <p>Personnel or subcontractor; in connection with or in relation to the subject matter of this Contract and in respect of which such Party is liable to the other;</p> |
| Deliverables | all documents, products and materials developed by the Supplier or Supplier Personnel as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts of any of the foregoing); |
| Delivery | delivery of the Goods to Goldsmiths in accordance with Condition 4; |
| Goldsmiths | Goldsmiths' College (also known as 'Goldsmiths, University of London'), a body incorporated by royal charter with registered number RC000715, whose administrative offices are at New Cross, London SE14 6NW; |
| Goods | any goods (or any part thereof) to be supplied under the Contract; |
| Goods Specification | any specification for Goods (including any plans and drawings) agreed in writing between the Parties; |
| Intellectual Property Rights | patents, trade marks, service marks, registered designs, copyrights, database rights, design rights, confidential information; applications for any of the foregoing; and any similar right recognised from time to time in any jurisdiction; together with all rights of action in relation to the infringement of any of the foregoing; |
| Law | any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply; |
| Losses | means all liabilities, costs, expenses, damages and losses including but not limited to any direct loss, indirect loss or consequential loss, loss of contribution to incidental costs, loss |

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| | of profit or overheads, loss of reputation and all interest, penalties and legal costs; |
| Order | Goldsmiths' order for Goods and/or Services, as detailed in the Order Form; |
| Order Form | Goldsmiths' purchase order or written acceptance of the Supplier's quotation; |
| Party | either Goldsmiths or the Supplier, and Parties shall mean both of them; |
| Policies | Goldsmiths' policies and procedures as varied from time to time available here: https://www.gold.ac.uk/governance/policies/ |
| Premises | the location(s) where the Goods and/or Services are to be delivered or performed or such other premises or address as specified in the relevant Order; |
| Price | the price for the Goods and/or Services set out in the Order; |
| Services | any Services to be supplied under the Contract (including any Deliverables) |
| Supplier | the person, firm or entity supplying Goods and/or Services as set out in the Order; |
| Supplier Personnel | employees, staff, workers, agents and consultants engaged in the provision of Goods and/or Services on behalf of the Supplier or any subcontractor; |
| Supply Agreement | a prior written agreement signed on behalf of both Goldsmiths and the Supplier relating to the supply of Goods and/or Services |

1.2. In these Conditions unless the context requires otherwise:

- (a) the headings and titles are for ease of reference only and shall not be used to interpret these Conditions;
- (b) references to clauses are references to clauses in these Conditions;
- (c) references to persons include individuals, partnerships, bodies corporate and unincorporated associations;
- (d) references to a party include that party's successors-in-title and assigns, and, where applicable, personal representatives;
- (e) any reference to any statutory provision shall be deemed to include a reference to all and every statutory amendment, modification, re-enactment and extension in force at the relevant time;
- (f) words denoting the singular number shall include the plural number and vice versa, and words denoting the masculine gender shall include the feminine gender;

- (g) the words and phrases 'including', 'include', 'in particular' or any similar expression are illustrative and shall not limit the generality of any preceding words; and
- (h) any reference to termination of the Contract includes termination through expiry.

Basis of Contract

2.1. The Contract consists of:

- (a) the Order Form;
- (b) the Supply Agreement (if any); and (c) these Conditions.

In the event of any conflict these shall be applied in the order stated to the extent necessary to resolve such conflict. For further clarity, the Order Form takes precedence over the Supply Agreement (if any); and both take precedence over these Conditions.

2.2. The terms of the Contract apply to the exclusion of any other terms that the Supplier seeks to

impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.3. The Order shall be deemed accepted and the Contract shall come into existence (**Commencement Date**) on the earlier of:

- (a) the Supplier issuing written acceptance of the Order; or
- (b) any act by the Supplier consistent with fulfilling the Order.

2.4. Unless terminated in accordance with these Conditions, the Contract shall remain in force until the later of:

- (a) any date set out in the Order;
- (b) completion of the delivery of all Goods;
- (c) provision of all Services.

2.5. The Supplier acknowledges that no exclusivity has been granted and that Goldsmiths is entitled at any time to enter into arrangements with other suppliers for the supply of goods and/or services which are the same or similar to those which the Supplier may supply.

The Goods

3.1. The Supplier shall ensure the Goods:

- (a) correspond with their description and any Goods Specification;
- (b) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by Goldsmiths, expressly or by implication, and in this respect Goldsmiths relies on the Supplier's skill and judgement;
- (c) are new (unless otherwise specified in the Contract), of sound materials and made with skilled and careful workmanship;
- (d) where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 36 months after delivery; and
- (e) comply with Law and all regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

3.2. The Supplier shall ensure it has and maintains at all times any licences, permissions, authorisations, consents and permits it needs to carry out its obligations under the Contract.

3.3. Goldsmiths may inspect and test the Goods at any time before delivery, but Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not impact the Supplier's obligations under the Contract.

Delivery

4.1. The Supplier shall ensure that:

- (a) the Goods are properly packed and secured to enable delivery in good condition;
- (b) each delivery is accompanied by a note (**Goods Delivery Note**) detailing as applicable: i) the Order date; ii) the Order number;

iii) the type and quantity of Goods (including any code number of the Goods); iv) any special storage instructions; and

v) any agreed outstanding balance of Goods remaining to be delivered;
- (c) any requirement for Goldsmiths to return any packaging materials to the Supplier is clearly stated on the Goods Delivery Note, and any such packaging materials shall be collected by the Supplier at its sole cost and risk; and
- (d) where the Contract also includes unpacking and/or installing Goods, the Supplier shall remove all packaging materials and disposing with them in accordance with Law (recycling them wherever possible).

4.2. Goldsmiths shall be entitled to reject:

- (a) any Goods delivered without a Goods Delivery Note (and the provisions of Condition 7.2. shall apply);
- (b) any delivery of Goods or any quantities of Goods varying from those specified in the Contract; or
- (c) any Goods which in any other way fail to comply with the Contract.

Any rejected Goods shall be returned to the Supplier at the Supplier's risk and expense and the Supplier shall be required to deliver replacement Goods to the Goldsmiths within fifteen (15) days of receipt of the Goldsmiths' rejection notice, at no extra cost to the Goldsmiths. A Goldsmiths' right to reject under this Condition 4.2 shall apply equally to any Goods replaced hereunder

4.3. The Supplier shall deliver the Goods:

- (a) on the date specified in the Order or as agreed between the Parties, and time is of the essence in relation to such dates;
- (b) to the location set out in the Order or as instructed by Goldsmiths (**Delivery Location**); and
- (c) during Goldsmiths' normal hours of business on a Business Day, unless otherwise instructed by Goldsmiths.

4.4. Delivery of the Goods shall be completed upon the signing of the Goods Delivery Note by an authorised representative of Goldsmiths following unloading of the Goods at the Delivery Location, but this shall only constitute evidence that Delivery has occurred and not evidence as to the quantity, satisfactory quality or otherwise of the Goods.

4.5. Where Goods are incorrectly delivered irrespective of whether an authorised representative of Goldsmiths has signed a Goods Delivery Note this shall not constitute Delivery and the Supplier shall be solely responsible for and bear any costs incurred in redelivery.

4.6. The Supplier shall not deliver the Goods in instalments without Goldsmiths' prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. Failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Goldsmiths to the remedies set out in Condition 7.2.

4.7. Risk in the Goods shall pass to Goldsmiths upon Delivery in accordance with Condition 4.4. Title in the Goods shall pass to Goldsmiths on the earlier of payment of the Charges for the Goods or completion of Delivery in accordance with Condition 4.4. If title to the Goods (or part thereof) passes to Goldsmiths prior to Delivery, the Supplier shall arrange for the Goods to be marked as Goldsmiths' property and ensure that they are stored and handled separately from other goods.

4.8. The Supplier shall immediately notify Goldsmiths with full details and cooperate with Goldsmiths to resolve the situation bearing all associated costs if the Supplier discovers:

- (a) any defect in any Goods delivered to Goldsmiths at any time (irrespective of whether this constitutes a breach of the Contract); or
- (b) any error or omission in the instructions for the use, handling, storage and/or assembly of any Goods delivered to Goldsmiths at any time.

Services

5.1. The Supplier shall supply the Services in accordance with the Contract and shall meet any dates for performance the Services specified in the Order or notified by Goldsmiths to the Supplier, and time is of the essence in relation to any such dates.

5.2. The Supplier shall provide any programmes of work, manufacture and delivery Goldsmiths reasonably requires and shall notify Goldsmiths immediately it falls behind or may fall behind any such programme.

5.3. In providing the Services, the Supplier shall:

- (a) co-operate and comply with all Goldsmiths' instructions;
- (b) perform the Services with the utmost skill and care, in accordance with best practice in the Supplier's industry, profession or trade;
- (c) use Supplier Personnel who are suitably skilled and experienced in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- (d) ensure the Services and Deliverables fully conform with the Service Specification, and the Deliverables are fit for any purpose expressly or impliedly made known to the Supplier;
- (e) provide all equipment, tools, vehicles and any other items required to provide the Services;
- (f) use the best quality goods, materials, standards and techniques;
- (g) ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Goldsmiths, are free from defects in workmanship, installation and design;
- (h) obtain and maintain at all times any licences and consents required for the provision of the Services;
- (i) comply with all Law, regulatory policies, guidelines and/or industry codes;
- (j) observe all relevant Policies, and health and safety rules and regulations and any other requirements that apply;
- (k) hold all materials, equipment and tools, drawings, specifications and data supplied by Goldsmiths (**Goldsmiths Materials**) in safe custody at its own risk, maintain Goldsmiths Materials in good condition, and not use or dispose of Goldsmiths Materials other than in accordance with Goldsmiths' written instructions or authorisation;
- (l) not do or omit to do anything which may cause Goldsmiths to lose any licence, authority, consent or permission.

Access to Premises

- 6.1. Goldsmiths grants the Supplier a non-exclusive licence to access the Premises solely to the extent reasonably required for the purposes of the Supplier performing its obligations under the Contract.
- 6.2. Supplier shall ensure that all Supplier Personnel:
- (a) abide by all relevant Policies;
 - (b) obey reasonable instructions issued by Goldsmiths' representatives; and
 - (c) co-operate with third parties who may have access to the Premises.
- 6.3. At Goldsmiths written request the Supplier shall promptly remove and replace any Supplier Personnel where in Goldsmiths' opinion their performance or conduct has been unsatisfactory.
- 6.4. When the Supplier no longer requires access to the Premises, or in any case upon termination of the Contract, the Supplier shall:
- (a) remove from the Premises all of the Supplier's equipment and unused materials;
 - (b) clear away all rubbish arising out of or in connection with the supply of the relevant Goods and/or Services; and
 - (c) leave the Premises in a clean and tidy condition to the Goldsmiths' reasonable satisfaction.
- 6.5. If the Supplier fails to comply with Condition 6.4, Goldsmiths may remove and dispose of the Supplier's equipment and unused materials and clear away and clean the Premises and shall be entitled to recover the cost of doing so from the Supplier as a debt.
- 6.6. Where the Supplier leaves any equipment or materials on the Premises, it does so at its own risk and the Goldsmiths shall have no liability to the Supplier in relation to such equipment or materials.

Remedies

- 7.1. If the Supplier fails to deliver Goods and/or perform Services by any specified date, without limiting or affecting any other rights or remedies available to it Goldsmiths shall have the following rights any or all of which it may exercise at its sole discretion:
- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - (b) to refuse to accept any subsequent delivery of Goods or performance of Services;

- (c) to recover from the Supplier any costs incurred in obtaining substitute goods and/or services from a third party;
- (d) to require the Supplier to refund any sums paid in advance for Goods or Services; and
- (e) to claim damages for any additional costs, losses or expenses in any way attributable to the Supplier's failure to meet such dates.

7.2. If the Supplier has delivered Goods that do not comply with the undertakings set out in Conditions 3.1, 4.1 or 4.6, then, without limiting or affecting any other rights or remedies available to it and irrespective of whether it has accepted any Goods, Goldsmiths shall have the following rights any or all of which it may exercise at its sole discretion:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier (which written notice shall not be by fax or by email);
- (b) to reject the Goods in whole or in part irrespective of whether title has passed in which case:
 - i) the Supplier shall remove the Goods from Goldsmiths' premises at the Supplier's own risk and expense promptly and within 7 calendar days;
 - ii) if the Supplier does not collect the Goods where requested Goldsmiths may return them at the Supplier's own risk and expense; and
 - iii) Goldsmiths shall not be responsible for any damage to the Goods howsoever occasioned that occurs at Goldsmiths' premises or in removing the Goods, nor for any delay.
- (c) to require the Supplier to repair or replace rejected Goods, or to provide a full refund for rejected Goods;
- (d) to refuse to accept any subsequent delivery of Goods;
- (e) to recover from the Supplier any expenditure incurred by Goldsmiths in obtaining substitute goods from a third party; and
- (f) to claim damages for any additional costs, loss or expenses in any way attributable to the Supplier's failure to supply Goods in accordance with Conditions 3.1 and 4.1.

7.3. These Conditions apply to any repaired or replaced Goods and any substituted or remedial Services.

7.4. Goldsmiths' rights under the Contract are in addition to its rights and remedies at Law.

Goldsmiths' obligations

8.1. Goldsmiths shall:

- (a) provide the Supplier with reasonable access at reasonable times to Goldsmiths' premises solely for the purpose of and the extent necessary for

- the Supplier to supply the Goods and/or Services in accordance with the Contract; and
- (b) provide necessary information in connection with the supply of Goods and/or Services that the Supplier reasonably requests.

Charges and payment

9.1. The Price shall be as set out in the Order and shall be fully inclusive of any additional charges including for design, storage, packaging, duty, taxes (other than VAT), carriage, installation and commissioning. No extra charges shall be effective unless agreed in writing by Goldsmiths.

9.2. The Price shall be at least as favourable as the usual price charged by the Supplier to another Goldsmiths purchasing identical or similar goods and/or services in identical or similar quantities to the Goods and/or Services. Goldsmiths shall be entitled to any discount for prompt payment, bulk purchase or volume of purchases customarily granted by the Supplier.

9.3. Unless otherwise agreed in writing, the Supplier may invoice Goldsmiths on or after the later of:

(a) Delivery of all Goods;
and

(b) supply of all Services.

Any invoice submitted earlier shall be deemed to have been received upon the later of Delivery of all Goods and supply of all Services.

9.4. Invoices must be sent to the address specified in the Order or otherwise notified by Goldsmiths to the Supplier, and shall include any supporting information required by Goldsmiths to verify the accuracy of the invoice, including purchase order number.

9.5. Subject to the Supplier having completed the procedures necessary to be added to Goldsmiths' electronic payment system, Goldsmiths shall pay any properly issued invoice within sixty (60) days to a bank account nominated in writing by the Supplier.

9.6. All amounts payable by Goldsmiths under the Contract are exclusive of VAT which Goldsmiths will pay in addition at the prevailing rate upon receipt of a valid VAT invoice from the Supplier.

9.7. If Goldsmiths fails to make a payment due to the Supplier under the Contract by the due date, then Goldsmiths shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment, such interest

accruing each day at 2% a year above the Bank of England's base rate. The Parties agree that this constitutes a substantial remedy for the purposes of the *Late Payments of Commercial Debts (Interest) Act 1998*.

9.8. The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow Goldsmiths to inspect such records at all reasonable times on request.

9.9. Goldsmiths may at any time without notice set off any liability of the Supplier to Goldsmiths against any liability of Goldsmiths to the Supplier, whether such liability is current or future, liquidated or unliquidated, and irrespective of whether such liability arises under the Contract. Any exercise by Goldsmiths of its rights under this Condition shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

Intellectual Property Rights

10.1. Goldsmiths hereby grants and the Supplier accepts a fully paid-up, non-exclusive, royalty-free non-transferable licence to use Goldsmiths Materials solely for the purposes of and to the extent necessary for the Supplier to provide the Services, and warrants that such usage shall not infringe any third-party Intellectual Property Rights.

10.2. Subject to Condition 10.1, the Supplier warrants and undertakes that the manufacture, Delivery and use of the Goods, and supply and use of the Services and Deliverables, shall not infringe any third-party Intellectual Property Rights.

10.3. Where specified in the Order, Goldsmiths shall own the Intellectual Property Rights in the Deliverables and the Supplier hereby assigns such Intellectual Property Rights to Goldsmiths with full title guarantee. In all other cases the Supplier hereby grants and Goldsmiths accepts a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables for any purposes.

Insurance & Liability

11.1. The Supplier shall maintain in force with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance as applicable to cover the liabilities that may arise under or in connection with the Contract.

11.2. Upon Goldsmiths' request the Supplier shall produce documentary evidence in the form of a standard insurance broker's certificate that the insurance required under

Condition 11.1 is being maintained in accordance with the terms of this Contract. If the Supplier fails to supply the relevant evidence, Goldsmiths shall be at liberty to purchase such insurance cover as it deems necessary at the Supplier's cost.

11.3. The Supplier shall not do anything which would reduce or tend to reduce the scope of indemnity under its insurance policies or the amount of indemnity monies which would be available thereunder.

11.4. The Supplier shall indemnify Goldsmiths and keep Goldsmiths indemnified against all Losses arising from or in connection with any claim brought against Goldsmiths by a third party to the extent this arises or is attributable to any breach of the Contract by the Supplier.

11.5. Subject to Condition 11.8 and except under the indemnities in Conditions 11.4 and 13.3, any liability of either Party to the other (whether arising in contract, tort or otherwise) for any breach, any negligence or arising in any other way out of the subject matter of the Contract, shall not extend to any indirect damages or losses, or any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, in each case whether direct or indirect, even if that Party had been advised of the possibility of those losses, or if they were within that Party's contemplation.

11.6. Subject to Condition 11.8 and except under the indemnities in Conditions 11.4 and 13.3 the aggregate liability of the Supplier to Goldsmiths (whether arising in contract, tort or otherwise) for all and any breaches any negligence or arising in any other way out of the subject matter of the Contract, shall not exceed in total a sum equal to three times (3 x) the Price.

11.7. Subject to Condition 11.8, the aggregate liability of Goldsmiths to the Supplier (whether arising in contract, tort or otherwise) for all and any breaches any negligence or arising in any other way out of the subject matter of the Agreement, shall not exceed in total a sum equal to the Price.

11.8. Nothing in these Conditions limits or excludes liability for death or personal injury caused by negligence, or for any other sort of liability which may not be excluded by Law.

Confidentiality and FOIA

12.1. Each Party shall keep confidential and not disclose the other Party's Confidential Information, unless the Confidential Information:

- (a) is known to the party making the disclosure before its receipt from the other Party, and not already subject to any obligation of confidentiality to the other Party;

- (b) is or becomes publicly known without any breach of this agreement or any other undertaking to keep it confidential by the Party making the disclosure;
- (c) has been obtained by the Party making the disclosure from a third party in circumstances where the Party making the disclosure has no reason to believe that there has been a breach of an obligation of confidentiality owed to the other Party;
- (d) has been independently developed by the party making the disclosure;
- (e) is required to be disclosed pursuant to any Law or order of any court or governmental body or authority of competent jurisdiction where to the extent permitted by Law the disclosing Party has informed the other Party in advance of the requirement to disclose and the information required to be disclosed; or
- (f) is approved for release in writing by an authorised representative of the other Party.

12.2. The Supplier shall ensure that all Supplier Personnel comply with Condition 12.1 and shall be liable for any failure of theirs to do so.

12.3. The Supplier shall not make any announcement or otherwise publicise the existence of or disclose any provisions of the Contract without the prior written consent of Goldsmiths.

12.4. The Supplier acknowledges that Goldsmiths is subject to: the UK's Freedom of Information Act 2000 and regulations made under that legislation (**FOIA**); and legislation or regulations enacting the Environmental Information Directive (Directive 2003/4/EC) (**EIR**). The Supplier shall provide all necessary assistance and cooperation as reasonably requested by Goldsmiths to enable Goldsmiths to comply with its Information disclosure obligations under the FOIA and EIR. Goldsmiths shall take reasonable steps to the extent that it is permissible and reasonably practical for it to do so in accordance with the Secretary of State's Section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA to notify the Supplier of any request for information that may involve disclosure of the Supplier's Confidential Information. Notwithstanding any other provision in these Conditions Goldsmiths shall be responsible for determining in its absolute discretion whether any of the Supplier's Confidential Information is exempt from disclosure in accordance with the FOIA and/or the EIR, and shall have no liability to the Supplier for disclosing any Confidential Information where in Goldsmiths' reasonable opinion no exemptions apply.

Data Protection

13.1. The Supplier will comply with all applicable requirements of the Data Protection Legislation. This Condition 13.1 is in addition to, and does not relieve, remove or replace, the Supplier's obligations under the Data Protection Legislation.

13.2. Without prejudice to the generality of Condition 13.1, where any Personal Data (as defined in the Data Protection Legislation) is to be transferred under this Contract the Supplier shall:

- (a) notify and seek Goldsmiths' consent in advance;
- (b) provide all reasonable assistance to Goldsmiths in the preparation of any Data Protection Impact Assessment(s); and
- (c) at Goldsmiths' request enter into a data sharing agreement in the form that Goldsmiths proscribes.

13.3. The Supplier shall indemnify Goldsmiths for any breach of the Data Protection Legislation caused by any act or omission of the Supplier or the Supplier Personnel which causes Goldsmiths to be liable for any costs, fines, claims or expenses howsoever arising.

Termination

14.1. Without affecting any other right or remedy available to it, Goldsmiths may terminate the Contract:

(a) with immediate effect by giving written notice to the Supplier if:

i) there is a change of control of the Supplier (within the meaning of section 1124 of the

Corporation Tax Act 2010); ii) the Supplier's financial position deteriorates to such an extent that in Goldsmiths' opinion the Supplier may not have the capability to adequately fulfil its obligations under the

Contract; iii) the Supplier or any Supplier Personnel are in breach of Condition 16; or iv) the Supplier or any of the Supplier's Personnel otherwise engage in activities that in Goldsmiths' reasonable opinion may bring Goldsmiths into disrepute. (b) for convenience by giving the Supplier one month's written notice.

14.2. Without affecting any other right or remedy available to it, either Party may terminate the Contract with immediate effect by giving written notice to the other Party (which written notice shall not be by fax or by email) if:

- (a) the other Party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
- (b) the other Party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up

- (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
- (c) the other Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

Consequences of termination

15.1. On termination of the Contract the Supplier shall immediately deliver to Goldsmiths all Deliverables whether or not complete and return all Council Materials, until when the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

15.2. Termination or expiry of the Contract shall not affect the Parties' rights and remedies that have accrued as at 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.

15.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

Compliance with Law

16.1. In performing its obligations pursuant to the Contract, the Supplier shall and shall ensure the Supplier Personnel shall:

- (a) refrain from discriminating directly or indirectly against any person on the basis of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation;
- (b) comply with and act in a way which is compatible with the European Convention on Human Rights, and all applicable legislation and regulations relating to equality and nondiscrimination, including any legislation and/or regulations implementing the Equal Treatment Directive (Directive 2006/54/EC);
- (c) comply with all applicable legislation and regulations relating to anti-bribery and anticorruption, including the UK Bribery Act 2010, and not engage in any activity, practice or conduct which would constitute an offence under the UK Bribery Act 2010 if it had been carried out in the UK;
- (d) comply with all applicable laws, regulations, codes and sanctions relating to anti-slavery and anti-human trafficking, including but not limited to the UK's Modern Slavery Act 2015; and (e) comply with all other applicable Laws.

Force majeure

17.1. Neither Party shall be in breach nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if this results from events, circumstances or causes beyond its reasonable control. If the breach or delay in performance persists for more than three (3) months, the other Party may terminate the Contract with immediate effect by giving written notice.

General

18.1. *Assignment and other dealings.*

- (a) Goldsmiths may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.
- (b) The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Goldsmiths.

18.2. *Notices.*

- (a) All notices under these Conditions must be in writing and delivered by hand or sent by special delivery post to the official addresses for each Party set out in the Order. Notices may only be sent by email if confirmed by one of the foregoing methods.
- (b) Notices sent by special delivery post shall be deemed to have been received two Business Days after posting (excluding the day of posting). Notices delivered by hand shall be deemed to have been received on the day of delivery if a Business Day, otherwise the next Business Day.

18.3. *Severance.* If any provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If this is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Condition shall not affect the validity and enforceability of the rest of the Contract.

18.4. *Waiver.* A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a Party to exercise any right or remedy shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

- 18.5. *No partnership or agency.* Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either Party the agent of the other, or authorise either Party to make or enter into any commitments for or on behalf of the other Party.
- 18.6. *Entire agreement.* The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 18.7. *Third party rights.* Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 18.8. *Variation.* Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by an authorised representative of both Parties.
- 18.9. *Dispute resolution.* The Parties shall in good faith attempt to settle any dispute arising out of or in connection with the Contract by negotiation or, where the Parties so agree, by mediation.
- 18.10. *Law & jurisdiction.* The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each Party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation, except that either party may bring proceedings in any jurisdiction for an interim injunction (or equivalent remedy) or to enforce an order of the English Courts.