

1. Definitions

'we', 'us' and 'our' means 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.

'you' and 'your' means the person, firm or company making the Supply.

'Parties' shall mean both the company making the Supply and Goldsmiths

'Attachment' means a document which sets out the particular features of the Contract.

'Authorised Officer' means a person designated as such by the Goldsmiths from time to time as notified in writing to the Contractor to act as the representative for all purposes connected with the Contract, including any authorised representative of such person.

'Authorised' means signed by an Authorised Officer.

'Confidential Information' means any and all materials and information of or relating to a Party constituting or concerning products, services, contracts, business models, methods or practices, financial projections or results know how, trade secrets, Intellectual Property or ideas which, at the time or times concerned, are not generally known to third parties, and such other information as may be proprietary or confidential in nature or is identified by that Party as confidential before or at the time of disclosure.

'Contract' has the meaning given in Condition 2.

'Form of Agreement' means a form of agreement signed by the parties.

'Goods', 'Services' and/or 'Works' means the goods services and/or works described in the Contract.

'Intellectual Property Rights' means patents, trademarks, service marks, registered designs, copyrights, database rights, design rights, know-how, confidential information, applications for and the right to apply 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.

'Loss' includes losses, liabilities, claims, costs, charges and outgoings of every description (including legal expenses), compensation payable under contracts with suppliers and/or customers, loss of normal operating profits, loss of opportunity, loss of goodwill, loss of revenue from related contracts and pure economic loss (direct and indirect)

'Package' means any type of package used to make delivery including without limitation bags, cases, carboys, cylinders, drums, pallets, tank wagons and other containers.

'Price' means the price stated in the Contract.

'Purchase Order' means an Authorised purchase order.

'Supply' means the Goods, Services and/or Works.

2. The Contract

2.1. The Contract shall comprise (in order of precedence): any Form of Agreement, any Attachment, any Purchase Order, these Standard Terms and any other document identified as forming part of the Contract.

3. Price

3.1. The Price is fixed and comprehensive. Unless otherwise agreed there are no additional charges, including without limitation for design, storage, packing, insurance, delivery to the delivery address, duty, taxes, carriage, installation and commissioning. VAT is payable in addition.

4. Variations

4.1. If we wish to vary the Supply we will ask you to provide a quotation within 14 days (or such longer period as we agree is reasonable). No variation shall be implemented unless the Authorised Officer notifies acceptance of the quotation in writing.

5. Our right of cancellation

5.1. We may cancel the Contract at any time by sending you a notice of termination. If you submit a written termination claim within the following three months we will pay all sums which in our reasonable opinion are properly due and owing up to the date of termination in full and final settlement. We shall not be liable for any loss of profits or any indirect or consequential loss arising from our cancellation. The total of all payments made or due to you under the Contract, including any termination payment, shall not exceed the Price.

6. Quality and description

6.1. The Supply shall conform in every respect with:

- 6.1.1. the provisions of the Contract (including without limitation any standards of performance specified in the Contract);
- 6.1.2. the requirements of any relevant UK or EC statute, order, regulation, directives, standard, code of practice or bye-law or international agreement from time to time in force which is relevant to the Supply;
- 6.1.3. any recommendation or representation you have made; and
- 6.1.4. professional standards which might reasonably be expected.

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6.2. Goods shall:

- 6.2.1. unless otherwise agreed be fit for any purpose made known to you expressly or by implication and in this respect we rely on your skill and judgement;
- 6.2.2. be new (unless otherwise specified in the Contract), of sound materials and made with skilled and careful workmanship;
- 6.2.3. correspond to their description and any samples, patterns, drawings, plans and specifications referred to in the Contract; and
- 6.2.4. be of satisfactory quality.

7. Access to our premises etc.

- 7.1. Where access to our premises is required, you shall comply with our reasonable requirements. Access shall be at your risk. At the completion of the Supply you shall leave our premises in a clean condition, ready for occupation, having reported to the Authorised Officer and repaired any damage.

8. Progress and inspection

- 8.1. You shall provide any programmes of work, manufacture and delivery we may reasonably require. You shall notify us immediately if your progress falls behind or may fall behind any of these programmes.
- 8.2. We shall have the right to check progress at your works and those of any sub-contractor at all reasonable times. Any inspection or approval shall not relieve you from your obligations under the Contract
- 8.3. Unless otherwise agreed in the Contract, time of Supply shall be of the essence. The Authorised Officer must be notified and provide written consent to any extension of time.

9. Packaging

- 9.1. Unless otherwise agreed, all Packages shall be non-returnable. If a Package is returnable, you must give us full return instructions before the time of delivery, the Package must be clearly marked to show to whom it belongs and, unless otherwise agreed, you must pay the costs for the return of Package. We shall not be liable for any Package lost or damaged in transit.

10. Safety

- 10.1. You shall
 - 10.1.1. have full regard to safety of persons and comply with the Health and Safety at Work Act 1974 and its subordinate regulatory framework, and of any other Acts pertaining to the health and

safety of persons and where supplying food observe all requirements in relation to food safety;

- 10.1.2. conduct all necessary tests prior to delivery to ensure that the Supply will be safe and without risk to the health or safety of persons;
- 10.1.3. provide adequate safety information data sheets and content identification, particularly of hazardous materials; and
- 10.1.4. throughout the progress of any Works, keep the site in an orderly state and provide and maintain all lights, guards, fencing and warning signs for the protection of the Works and the safety and convenience of the public and others.

11. Delivery of Goods

- 11.1. Goods shall be properly packed and dispatched to arrive in good condition at the specified department address and nowhere else. We reserve the right to amend any delivery instructions.
- 11.2. In the event that you are required to install Goods you shall ensure that installation is in accordance with any specification agreed between the Parties and in any event, in accordance with best practice and industry standards.

12. Late or damaged delivery of Goods

- 12.1. If any of Goods are not delivered on time or arrive damaged then we may by written notice do any of the following: cancel any undelivered balance of the Goods; return for full credit and at your expense any goods that in our opinion cannot be used; require you as quickly as possible to repair or replace the Goods.

13. Property and risk

- 13.1. You shall bear all risks of loss or damage to Goods until delivery and insure accordingly.
- 13.2. Without prejudice to our right of rejection, ownership of Goods shall pass to us if we make any advance payment (thereupon you must mark the Goods as our property) or otherwise on delivery of the Goods.

14. Rejection

- 14.1. We have the right to reject a Supply in whole or in part, whether or not paid for, within a reasonable time if it is not completely in accordance with the Contract (even if the variation is only

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slight or minor). You will be allowed a short period to correct the Supply. (Alternatively we may agree a reasonable deduction from the Price.) This will be one (1) month or such shorter period as we may reasonably determine given the nature of the Supply. After this we shall be entitled to reject the Supply. In the case of late Works or Services, we may have them performed by alternative means and charge you any additional cost. You must collect all rejected goods within a reasonable time of rejection or we shall return them to you at your risk and expense.

15. Payment

- 15.1. Unless stated otherwise in the Contract:
 - 15.1.1. an invoice may not be submitted until we have notified you of acceptance; and
 - 15.1.2. we will pay the invoice within 30 days from the date of invoice; and
 - 15.1.3. your invoice must be sent to the specified department and must quote the full Contract reference number. We shall not be held responsible for delays in payment caused by your failure to supply accurate invoices or comply with our invoicing instructions.

16. Your warranty

- 16.1. Unless otherwise agreed:
 - 16.1.1. you will correct defects arising during the warranty period which shall be 12 months from first use or 18 months from acceptance, whichever period expires first; repairs or replacements will subject to a warranty period of 12 months; and
 - 16.1.2. spares will continue to be available for at least 10 years from delivery of Goods.

17. Liability and Insurance

- 17.1. Subject to Condition 17.2 you shall indemnify us and keep us fully indemnified against all liabilities, losses, costs, damages and expenses of every kind (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation or other economic losses and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us as a result or in connection with any breach by you of any terms of the Contract;
 - 17.1.1. any claim made against us for actual or alleged infringement of any third

party's Intellectual Property Rights arising out of or in connection with the receipt, use of the Goods (or Services where applicable), to the extent that the claim is attributable to the acts or omissions of you, your employees, agents or suppliers;

- 17.1.2. any claim made against us by a third party for death personal injury or damage to a property arising out of or in connection with the Contract, to the extent that such a claim is attributable to the acts or omissions of you, your employees, agents or suppliers; and
- 17.1.3. any liability under the Consumer Protection Act 1987 in respect of Goods and act or omission of you, your employees, or agents in supplying and delivering Goods/Services.

- 17.2. For the duration of the Contract and for a period of two years thereafter, you shall maintain satisfactory insurance to cover the risks contemplated by the Contract. Such policies shall contain a waiver of subrogation rights in favour of us. Unless we require higher levels: public liability insurance of at least £5 million (£10 million for catering contracts) shall be obtained; and where the Supply includes a supply of professional or intellectually based services you shall maintain professional indemnity insurance during the Contract period and for 6 years afterwards of at least £1 million. Satisfactory evidence of such insurance and payment of current premiums shall be shown to us upon request. All policies shall contain an indemnity to principals clause.

18. Recovery of sums due

- 18.1. Whenever under the Contract any sums of money shall be recoverable or payable by you, they may be deducted from any sums then due, or which at any later time may become due to you under the Contract or under any other contract you may have with us.

19. Force Majeure

- 19.1. For the purpose of the Contract, Force Majeure Event means an event beyond the reasonable control including but not limited to strikes, lockouts or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, compliance with any law or governmental order, rule regulation or direction, accident, fire, flood, storm or default of suppliers or sub-contractors.

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- 19.2. No party shall be entitled to bring a claim for a breach of obligations under the Contract by the other party or incur any liability to the other party for any Loss or damages incurred by that party to the extent that a Force Majeure Event occurs and it is prevented from carrying out obligations by that event of force majeure.
- 19.3. In the occurrence of a Force Majeure Event, the Affected Party shall notify the other Party as soon as practicable. The notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Party and any action proposed to mitigate its effect.
- 19.4. As soon as practicable, following such notification, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of the Contract.
- 19.5. If the Force Majeure Event prevents, hinders or delays your performance of your obligations for a continuous period of 28 days we may terminate the Contract immediately by giving written notice.

20. Articles on loan and use of information and name

- 20.1. All Intellectual Property Rights in anything we make available to you or which you obtain from us in connection with the Contract shall remain vested solely in us, shall be kept confidential and surrendered to us upon demand in good and serviceable condition (fair wear and tear allowed) and shall be used solely for the purpose of completing the Contract. All such items shall be at your risk and insured by you. You agree that no copy will be made or item removed from our premises without the consent in writing of the Authorised Officer.
- 20.2. You shall not use the name, any adaptation of the name, any logo, trademark or other device of Goldsmiths' College (including without limitation in any advertising, promotional or sales materials) without prior written consent obtained from us in each case.
- 20.3. You shall maintain procedures to ensure security of any data accessed in performing the Supply and, where applicable, shall process data only as instructed and observe (and not render the University non-compliant with) the provisions of the General Data Protection Regulations.

21. Ownership of Intellectual Property

- 21.1. Where the Authorised Officer has so required prior to the date of the Contract, you hereby assign to us all existing and future Intellectual Property Rights in any Services. In this event you shall be entitled, subject to Condition 31, to use any generic knowledge, skills and expertise which may have general applications for other clients.
- 21.2. Where you retain the Intellectual Property Rights, you hereby grant us an irrevocable, worldwide, non-exclusive, royalty-free sublicensable licence to use all aspects of the Supply for all purposes.

22. Infringement

- 22.1. Except to the extent that infringement arises from our design or instructions or from our data or information, you warrant that the Supply will not infringe the Intellectual Property Rights of any third party.

23. Termination

- 23.1. A party shall be entitled at any time to terminate the Contract forthwith by giving notice in writing to the other if any of the following apply:
- 23.1.1. The other party has been in material default or breach of any one or more of its obligations under the Contract and has not within 21 days' notice of such default or breach rectified such default or breach to the innocent party's reasonable satisfaction.
- 23.1.2. The other party has been served with a notice pursuant to Condition 23.1.1 on no less than three previous occasions.
- 23.1.3. The other party ceases to carry on business, is unable to pay its debts when they fall due, is declared bankrupt, or an order is made or a resolution passed for its winding up or for the appointment of an administrator, receiver, liquidator or manager.
- 23.1.4. The other party ceases to carry on business, is unable to pay its debts when they fall due, is declared bankrupt, or an order is made or a resolution passed for its winding up or for the appointment of an administrator, receiver, liquidator or manager. Termination shall not affect the accrued rights of either party. Conditions 17, 10, 21,31 and 32 shall survive termination or expiry of the Contract.

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- 23.2. Termination shall not affect the accrued rights of either party. Conditions 17, 20, 21, 31 and 32 shall survive termination or expiry of the Contract
- 23.3. Goldsmiths and its subsidiaries, conduct their activities with integrity, transparency and fairness. We are committed to the prevention of the facilitation of tax evasion as we recognise the importance of fostering a positive culture of tax compliance and maintaining the confidence of students, staff, partner organisations, other customers and the tax authorities. Any Party found to engage in any form of facilitating tax evasion, whether under UK law or under the law of any foreign country shall be treated as a material breach with the effect of immediate termination of this Agreement without notice.

24. Purchase outside the contract

- 24.1. We shall have the right to employ a person other than you to make supplies of the type contemplated by the Contract if we shall in our absolute discretion think fit to do so.

25. Assignment and sub-contracting

- 25.1. The Contract shall not be assigned by you nor sub-contracted as a whole. You shall not sub-contract any part of the Contract without our written consent, but we shall not refuse such consent unreasonably. The restriction contained in this condition shall not apply to sub-contracts for materials for minor details or for any aspect where the sub-contractor is named in the Contract. You shall be responsible for all work done and goods supplied by all sub- contractors.

26. Bribery and Fraud

- 26.1. We may terminate the Contract forthwith, on giving notice in writing expiring at any time, if any person associated with You offers, promises or gives a financial or other advantage to bring about improper performance in relation to the award or execution of the Agreement (“bribery”) or attempts to defraud or succeeds in defrauding the University in any other way. You shall ensure that all transactions done in contemplation or performance of the Contract are fully and promptly recorded.

27. Waiver

- 27.1. A failure at any time to enforce any provision of the Contract shall in no way affect the right at a later date to require complete performance of the Contract, nor

shall the waiver of the breach of any provision be taken or held to be a waiver of any subsequent breach of the provision or be a waiver of the provision itself.

- 27.2. Any breach of this Condition by the Company or any subcontractor or agent, or the commission of any offence by the Company or sub-contractor or agent under the Prevention of Corruption Acts 1906 and 1916, or the Public Bodies Corrupt Practices Act 1889 or Bribery Act 2010 shall entitle the University to terminate the Contract forthwith and recover from the Company the amount of any loss resulting from such termination.

28. Notice

- 28.1. Notices shall be deemed served on delivery, within 5 working days of first class posting in the UK (working days if posted outside the UK) or upon confirmed successful fax transmission before 5pm on a working day. Notices to us must be served on our Authorised Officer.

29. Amendment and third parties

- 29.1. Variations to these Conditions shall be binding only if in writing and signed by our Authorised Officer. It is not intended that any third party should have the right to enforce any term of the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

30. Discrimination

- 30.1. The Contractor shall ensure that it complies with all current employment legislation and in particular, does not unlawfully discriminate within the meaning of the Race Relations Act 1976 (as amended), the Equal Pay Act 1970, the Sex Discrimination Act 1975 (as amended), the Disability Discrimination Act 1995 (as amended), the Part Time Workers (Prevention of Less Favourable Treatment) Regulations 2000, the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002, the Equality Act 2006, the Employment Equality (Religion or Belief) Regulations 2003, the Employment Equality (Sexual Orientation) Regulations 2003, the Equality Act (Sexual Orientation) Regulations 2007, the Employment Equality (Sex Discrimination) Regulations 2005, the Employment Equality (Age) Regulations 2006, or any other relevant legislation relating to discrimination in the employment of employees for the purpose of providing the Services. The Contractor shall take all reasonable steps (at its own

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expense) to ensure that any employees employed in the provision of the Services do not unlawfully discriminate within the meaning of this Condition 30 and shall impose on any sub-contractor obligations substantially similar to those imposed on the Contractor by this Condition 30.

31. Confidentiality

- 31.1. Each party shall treat as confidential information all information obtained from the other pursuant to the agreement and shall not divulge such information to any person (except to such party's own employees and then only to those employees who need to know the same) without the other party's prior written consent provided that this shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to this agreement (and not subject to any confidentiality undertakings), which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause), is required to be disclosed by law or relevant regulatory body, or which is trivial or obvious. Each party shall ensure that its employees are aware of and comply with the provisions of this condition and ensure that it is observed and performed by them.

32. Law

- 32.1. This Contract shall be governed by and construed in accordance with the Laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.