



## STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS & SERVICES

### 1. INTRODUCTON

- 1.1 University of the Arts London is a Higher Education Corporation established under Section 121 of the Education Reform Act 1988 and whose registered office is at 272 High Holborn, London WC1V 7EY (UAL).
- 1.2 These Terms, as updated from time to time by notice to Supplier, are the terms and conditions upon which UAL is willing to buy goods and/or services from Supplier and they will apply to all dealings between UAL and Supplier to the exclusion of all other terms and conditions which Supplier may purport to apply under any quotation, offer, confirmation of order, terms and conditions of business or supply, or similar document. No variation to these Terms shall be binding unless confirmed in writing by UAL.

### 2. DEFINITIONS

- 2.1 In these Terms, unless the context otherwise requires, the following defined terms apply:

**Contract:** has the meaning given to that term in clause 3.4.

**Background IPR:** in respect of a party to a Contract, any and all Intellectual Property Rights that are owned by or licensed to that party and that have been developed independently of the Contract (prior to the Contract or otherwise).

**Commercially Sensitive Information:** information of a commercially sensitive nature relating to Supplier, its Intellectual Property Rights, its business and/or which Supplier has indicated to UAL that, if disclosed by UAL, would cause Supplier significant commercial disadvantage or material financial loss.

**Data Protection Legislation:** all laws and regulations relating to the Processing of Personal Data as the same may be in force from time to time in the UK, including: the UK GDPR; the Data Protection Act 2018 and regulations made thereunder; and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426), together with the guidance/codes of practice issued by the Information Commissioner and any other competent regulatory authority applicable to a party.

**Deliverables:** in respect of a Contract, all products and outputs developed by Supplier and its Personnel as part of or in relation to the Services in any form or media, whether partially or fully completed, including: documents, drawings, maps, plans, diagrams, designs, photographs, films, live streams, pictures, artistic works, literary works, sound recordings, computer programs, data, specifications and reports (including drafts).

**EIRs:** the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or the relevant government department in relation to such regulations.

**FOIA:** the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**Goods:** in respect of a Contract, any good(s) Supplier is required to supply to UAL under the Contract, as set out in the Purchase Order.

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Personnel:** in respect of a Contract, all persons engaged in the carrying out of Supplier's obligations under the Contract, including directors, employees, workers, agents, sub-contractors and their personnel, and volunteers engaged by Supplier in connection with the supply of Goods and/or Services.

**Purchase Order:** in respect of a Contract, UAL's written instructions to Supplier to provide certain Goods and/or Services, in the form of (i) a UAL purchase order; or (ii) a Statement of Work.

**Request for Information:** a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.

**Services:** in respect of a Contract, any services Supplier is required to provide to UAL under the Contract, as set out in the Purchase Order.

**Statement of Work:** a document signed by UAL which refers to these Terms and sets out specifications and other details of the Goods and/or Services being purchased from Supplier.

**Supplier:** in respect of a Contract, the individual or legal entity named on the Purchase Order.

**Terms:** these Standard Terms and Conditions for the purchase of Goods & Services.

**UAL Materials:** in respect of a Contract, any and all instructions, invitation to tenders and enclosures, documents, data, information, artistic, graphic and design works, literary works and other items and materials in any form and in any media (whether owned by UAL or a third party), which are provided by UAL to Supplier at any time.

**UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

- 2.2 In these Terms: (i) any reference to a statute, statutory provision, subordinate legislation, code or guideline (**legislation**) is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation; and (ii) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be illustrative and not limit the sense of the words preceding those terms.

### 3. FORMATION OF A CONTRACT ON THESE TERMS

- 3.1 UAL makes an offer for the purchase of Goods and/or Services by submitting a valid Purchase Order to Supplier. A Purchase Order will, as a minimum, specify the type and number of Goods and/or the details of any Services UAL wishes to buy and the price UAL is willing to pay for those Goods and/or Services.

- 3.2 A Purchase Order will only be valid if it is submitted by an authorised representative of UAL. If Supplier is uncertain as to whether a Purchase Order is valid Supplier shall contact an authorised representative of UAL for written confirmation. UAL will not be deemed to make a valid offer to Supplier for the purchase of Goods and/or Services unless it is made in accordance with the provisions of this clause 3.

- 3.3 Supplier must notify UAL of its unconditional acceptance or rejection of UAL's offer within five days of the date the offer is made by UAL or such other period as UAL may agree in writing. If UAL does not receive Supplier's acceptance or rejection of UAL's offer within this period, then Supplier will be deemed to have unconditionally accepted UAL's offer. Any attempt by Supplier to accept UAL's offer on terms that are different to UAL's original offer, as set out in the Purchase Order, will be deemed to be a rejection of UAL's original offer.

- 3.4 It is at the moment Supplier accepts, or is deemed to have accepted, UAL's offer that a contract is made between Supplier and UAL for the supply by Supplier to UAL of the goods and/or services specified in the Purchase Order (**Contract**). Each Contract consists of (i) the Purchase Order; (ii) these Terms; (iii) the provisions of any other documents referred to in the Purchase Order, to the exclusion of all other terms and conditions (including any terms and conditions which Supplier may purport to apply under any quotation, offer, confirmation of order, terms and conditions of business or supply or similar document).

- 3.5 If there is any conflict or ambiguity in the provisions of a Contract then the following order of decreasing precedence shall apply: (i) the provisions of the Purchase Order; (ii) these Terms; and (iii) the provisions of any other documents referred to in the Purchase Order.

- 3.6 UAL may cancel a Contract in respect of all or part of any of the Goods and/or Services by giving Supplier notice of the cancellation at any time before delivery of the Goods and/or performance of the Services, in which case (i) the Contract shall terminate; and (ii) UAL shall not be liable to pay Supplier for the cancelled Goods and/or Services, as the case may be.

- 3.7 If Supplier rejects (or is deemed to have rejected) UAL's original offer but supplies the Goods and/or Services specified in UAL's Purchase Order, then UAL may in its discretion accept those Goods and/or Services and UAL's original offer and these Terms shall apply to the supply of those Goods and/or Services. UAL retains the right to have any Goods and/or Services supplied to it pursuant to an offer that is not a valid offer removed and/or cancelled at Supplier's sole expense.

### 4. TERM

Each Contract shall commence on the date that it is made in accordance with clause 3 and shall, subject to earlier termination in accordance with these Terms or otherwise in law or equity, continue in full force and effect until the date upon which all Goods have been satisfactorily delivered and/or all Services have been satisfactorily performed, as applicable, in accordance with the Contract.

### 5. DELIVERY OF GOODS

In respect of each Contract:

- 5.1 Supplier shall deliver the Goods on the date, to the destination and during the delivery hours specified in the Purchase Order. Where no delivery date, destination and/or delivery time is specified in the

- Purchase Order, Supplier shall deliver the Goods during UAL's normal business hours within 10 days of the date the Contract is made in accordance with clause 3 to the destination notified to Supplier by UAL.
- 5.2 Supplier shall not deliver the Goods in instalments without UAL's prior written consent. UAL may treat any delivery of Goods in instalments without its prior written consent as an irremediable material breach of the Contract and terminate the Contract in accordance with clause 15.1(d).
- 5.3 Risk of loss of or damage to Goods will pass to UAL upon delivery in accordance with the terms of the Contract. Without prejudice to clause 10, title to Goods will pass to UAL upon delivery unless payment for those Goods is made prior to delivery, in which case title to those Goods will pass to UAL at the time payment is made.
- 5.4 Where Supplier delivers Goods to UAL in excess of the quantities ordered, UAL shall not be obliged to pay Supplier for the excess, which shall remain at Supplier's risk and returnable at the expense of Supplier.
- 5.5 Supplier shall ensure that all Goods it supplies to UAL shall:
- be properly and securely packed in accordance with the currently applicable national and international standards;
  - correspond with their description and any applicable specification set out (or referred to) in the Purchase Order;
  - be 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 UAL (expressly or impliedly) prior to or at the time the Contract is made;
  - unless agreed otherwise by UAL in writing, be new and, where appropriate, carry the UKCA (UK Conformity Assessed) marking or, for so long as the CE marking remains valid in the UK in respect of the relevant Goods, the "CE" marking;
  - be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and
  - comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 5.6 UAL may inspect and test the Goods at any time before delivery. Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect Supplier's obligations under the Contract.
- 5.7 UAL shall not be deemed to have accepted any of the Goods until UAL has had a reasonable amount of time to inspect them following delivery or, if later, within a reasonable time after UAL becomes aware of any defects (latent or otherwise) in the Goods.
- 5.8 If the Goods are not delivered in accordance with clause 5, or do not comply with the requirements set out in clause 5, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, UAL may exercise any one or more of the following rights and remedies: (i) to terminate the Contract by giving written notice of such termination to Supplier; (ii) to reject the Goods (in whole or in part) and return them to Supplier at Supplier's own risk and expense; (iii) to require Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid); (iv) to refuse to accept any subsequent delivery of the Goods which Supplier attempts to make; (v) to recover from Supplier any costs incurred by UAL in obtaining substitute goods from a third party; and (vi) to claim damages for any other costs, loss or expenses incurred by UAL which are in any way attributable to Supplier's failure to carry out its obligations under the Contract.
- 6. PROVISION OF SERVICES**
- In respect of each Contract:
- 6.1 Supplier shall from the date the Services begin (whether before, on or after the date set out in the Purchase Order) and at all times for the duration of the Contract supply the Services to UAL in accordance with the terms of the Contract.
- 6.2 In providing any Services to UAL, Supplier shall:
- perform the Services using reasonable care, skill and diligence and in accordance with good industry practice;
  - use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that Supplier's obligations are fulfilled in accordance with these Terms;
  - ensure the Services conform with all descriptions, requirements and specifications set out in the Purchase Order and any other applicable documentation;
  - provide all equipment, tools and vehicles and such other items as are required to provide the Services; and
  - not do or omit to do anything which may cause UAL to lose any licence, authority, permit, consent or permission on which it relies for the purposes of conducting its business, and Supplier acknowledges that UAL may rely or act on the Services.
- 6.3 Supplier shall meet any performance dates for the Services specified in the Purchase Order and/or that UAL notifies to Supplier and time is of the essence in relation to any of those performance dates.
- 6.4 Where the Construction (Design and Management) Regulations 2015 (**CDM Regulations**) or any successor legislation apply to the Services, Supplier shall at all times perform the Services and comply with the CDM Regulations.
- 6.5 If any of the Services will be performed at UAL's premises, Supplier shall at all times: (i) observe all health and safety rules and regulations (including the Health and Safety at Work Act 1974 and all other applicable health and safety laws, regulations and codes of practice); (ii) follow UAL's policies and the reasonable instructions provided to Supplier by or on behalf of UAL; and (iii) comply with any security requirements that apply at any of UAL's premises.
- 7. GENERAL REQUIREMENTS**
- 7.1 In respect of each Contract, Supplier shall ensure that (i) it obtains and at all times maintains all necessary licences, permits, authorities and consents; (ii) the Contract is performed in accordance with all applicable laws and regulations and the directions and requirements of any competent regulatory authority(ies); and (iii) it has the legal right to sell the Goods and supply the Services to UAL.
- 8. CHARGES AND EXPENSES**
- In respect of each Contract:
- 8.1 The charges for Goods shall be (i) the charges set out in the Purchase Order; and (ii) inclusive of the costs of packing, packaging, insurance, carriage and delivery of the Goods and any duties, taxes or levies other than VAT. UAL shall not be liable for any further charges unless agreed in writing and signed by UAL before delivery of the Goods.
- 8.2 The charges for Services shall be set out in the Purchase Order, and shall be the full and exclusive remuneration of Supplier in respect of the performance of the Services.
- 8.3 Unless otherwise agreed in writing by UAL in the Purchase Order, the charges shall include every cost and expense of Supplier directly or indirectly incurred in connection with the performance of the Services. If UAL agrees in writing in the Purchase Order to reimburse any Supplier expenses, UAL shall only be obliged to reimburse Supplier for any such expenses (i) to the extent they have been reasonably and properly incurred; and (ii) where they are evidenced by receipts, invoices or other substantiating documentation.
- 8.4 Save as expressly set out otherwise in the Purchase Order: (i) in respect of the Goods, Supplier shall invoice UAL on or at any time after satisfactory completion of delivery of all of the Goods; and (ii) in respect of Services, Supplier shall invoice UAL on satisfactory completion of all of the Services.
- 8.5 Each invoice shall include such supporting information required by UAL to verify the accuracy of the invoice, including the relevant Purchase Order number. UAL shall pay valid and undisputed invoices within 30 days of receipt.
- 8.6 All amounts payable by UAL under the Contract are exclusive of any applicable value added tax (**VAT**), which will be payable by UAL at the prevailing rate subject to UAL receiving a valid VAT invoice from Supplier. If there is any other withholding or deduction as required by applicable law then UAL shall only be obliged to pay the charges net of any such withholding or deduction, which shall be the responsibility of Supplier. Supplier agrees to pay in a timely manner such withholding or deduction to the relevant authority in accordance with applicable law.
- 8.7 Supplier shall maintain complete and accurate records of the time spent and materials used by Supplier in providing the Services, and Supplier shall allow UAL to inspect such records at all reasonable times on request and shall keep such records as UAL may notify to Supplier from time to time in order to comply with its audit and other requirements.
- 8.8 UAL may at any time, without notice to Supplier, set off any liability of Supplier to UAL against any liability of UAL to Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by UAL of its rights under this clause 8 shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.
- 9. INSURANCE AND INDEMNITY**
- In respect of each Contract:
- 9.1 During the term of the Contract and for a period of six years thereafter, Supplier shall maintain in force, adequate insurance cover with a reputable insurer to cover Supplier's potential liability to UAL under and in connection with the Contract and shall provide UAL with copies of such cover together with proof of premium payment upon its request.
- 9.2 Supplier shall indemnify UAL against all liabilities, costs, expenses, damages and losses (including (i) direct, indirect and consequential losses, including loss of profit and loss of reputation; (ii) all interest, penalties and legal costs (calculated on a full indemnity basis); and (iii)

all other professional costs and expenses) suffered or incurred by UAL arising out of or in connection with:

- (a) any claim made or threatened alleging that the Services (including any Deliverables, but excluding any UAL Background IPR and UAL Materials in such Deliverables) and/or Goods, or the use or receipt of the same (or any part of them) by UAL, constitutes an infringement or other violation of any rights (including any Intellectual Property Rights) of any third party anywhere in the world; and
- (b) any claim made against UAL by a third party in any territory arising out of or in connection with the supply of the Goods and/or the Services (including any Deliverables, but excluding any UAL Background IPR and UAL Materials in such Deliverables), including any claim made against UAL by a third party for death, personal injury and/or damage to property arising out of, or in connection with, defects in the Goods and/or Services.

## 10. INTELLECTUAL PROPERTY

In respect of each Contract:

- 10.1 Nothing in the Contract transfers the ownership of any Background IPR or the Intellectual Property Rights in any UAL Materials.
- 10.2 Subject to clause 10.5, all Intellectual Property Rights in or arising out of or in connection with the Deliverables shall be owned by UAL. Supplier hereby irrevocably, unconditionally and absolutely assigns to UAL, with full title guarantee and free from all third party rights and without any restrictions, all right, title and interest in and to all existing and future Intellectual Property Rights (including future copyright and design rights) subsisting in or relating to the Deliverables and whether created, developed or produced before, on or after the date of the Contract, in all countries and with the right to sue for damages and other relief for past infringement of any of those Intellectual Property Rights. For the avoidance of doubt, the assignment under this clause 10.2 shall take effect from the date on which the relevant Deliverable was or is created, developed or produced.
- 10.3 To the extent that clause 10.2 is not effective to assign legal title to the Intellectual Property Rights in or to the Deliverables, then Supplier shall assign (or shall procure the assignment of) such Intellectual Property Rights to UAL as and when requested by UAL by executing any assignment documents reasonably requested by UAL. Until such time as those Intellectual Property Rights are assigned to UAL, Supplier shall hold all such Intellectual Property Rights on trust for UAL and UAL shall have an exclusive worldwide, royalty-free licence under those Intellectual Property Rights and to use the Deliverables for any purpose.
- 10.4 Supplier hereby irrevocably and unconditionally waives and shall procure that all its Personnel, subcontractors and its subcontractors Personnel and all artists, photographers, actors, models and other third parties used by Supplier in connection with the provision of the Services shall unconditionally and irrevocably waive any and all of their moral rights in or relating to the Deliverables as described in Chapter 4 of Part 1 of the Copyright, Designs and Patents Act 1988 (or any similar or equivalent legislation from time to time in force anywhere in the world). Any such waivers shall be made in favour of Supplier, UAL and UAL's licensees, sub-licensees, assignees and successors in title to the Deliverables or UAL's business. Supplier shall promptly provide copies of any waivers to UAL, on request. In territories where it is not legally possible to waive moral rights, Supplier shall and shall procure its Personnel, subcontractors and its subcontractors' personnel and all artists, photographers, actors, models and other third parties used by Supplier in connection with the provision of the Services who hold such moral rights will agree not to assert their moral rights in the Deliverables against UAL or any party to whom UAL assigns or licenses the Deliverables to at any time in any jurisdiction.
- 10.5 To the extent any of Supplier's Background IPR forms part of the Deliverables: Supplier hereby grants to UAL, or shall procure a grant to UAL, a perpetual, paid-up, worldwide, non-exclusive, royalty-free and irrevocable licence to use such Supplier Background IPR to the extent necessary for UAL to make full use of the Deliverables in any media. This includes the ability to copy, modify, translate, adapt, convert to a different media formats or other form of copyright work, and distribute, broadcast, make available and publish in any territory and online to private and public audiences. The grant (or procured grant) to UAL includes the perpetual right to grant sub-licences.
- 10.6 UAL grants Supplier a paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify UAL Materials for the sole purpose of providing UAL with the Services and creating the Deliverables.
- 10.7 Supplier shall, promptly at UAL's request, and at Supplier's expense do (or procure to be done) all such further acts and things and the execution of all such other documents as UAL may from time to time require for the purpose of securing for UAL the full benefit of the Contract, including all right, title and interest in and to the IPR assigned and licensed to UAL in accordance with this clause 10.

- 10.8 Supplier shall ensure that neither the Goods and/or Services (including any Deliverables, but excluding any UAL Background IPR and UAL Materials in such Deliverables), nor any person's use of the same, infringes any rights (including any Intellectual Property Rights) of a third party.
- 10.9 Supplier shall procure from all artists, photographers, actors, models, performers of music, owners of any other Intellectual Property Rights in materials incorporated into the Deliverables and all other third parties used by Supplier in connection with Deliverables, all necessary consents, releases, and approvals (in a form, and including such terms, as may be requested by UAL) to use their work or images for purposes no less restrictive than the terms of the Contract and such wider purposes as UAL may have notified to Supplier in writing, without further cost to UAL. Supplier shall obtain such consents, releases and approvals in writing before beginning production of the relevant Deliverables and provide copies of them to UAL on request.
- 10.10 The Deliverables, including any audio/visual content, will conform to the file formats and accessibility standards as required by UAL from time to time.

## 11. UAL NAMES AND TRADE MARKS

In respect of each Contract:

- 11.1 No licence is granted to Supplier to use any name or trade mark of UAL (including UAL colleges, institutes and research centres) (**UAL Names and Marks**) without prejudice to the possibility of Supplier making fair referential use of UAL Names and Marks subject to clauses 11.2 and 11.3.
- 11.2 Supplier shall not use any of the UAL Names and Marks other than to refer by name to UAL in a manner that is fair, accurate, and up-to-date, and which reflects the specific nature of the relationship that Supplier has with UAL under this Contract.
- 11.3 Supplier shall not use the logo form of any UAL Names and Marks without UAL's prior written consent. Where consent is given, Supplier shall comply strictly with any brand guidelines or other directions given by UAL from time to time.
- 11.4 Supplier acknowledges that all goodwill and all other rights derived from the use by Supplier of the UAL Names and Marks shall accrue to and belong exclusively to UAL.

## 12. DATA PROTECTION

- 12.1 For the purposes of this clause 12, the terms **Controller**, **Processor**, **Data Subject**, **Personal Data**, **Personal Data Breach**, **processing** and **appropriate technical and organisational measures** shall have the meanings given to those terms in the UK GDPR.
- 12.2 In respect of each Contract, UAL and Supplier acknowledge and agree that: (i) the Contract may require the processing of Personal Data by Supplier on behalf of UAL; (ii) UAL alone shall determine the purposes for which and the manner in which Personal Data will be Processed by Supplier on behalf of UAL under the Contract; and (iii) UAL shall be the Controller and Supplier shall be UAL's Processor in respect of all such Personal Data. UAL and Supplier shall comply with the Data Protection Legislation to which it is subject.
- 12.3 Where, under or in connection with a Contract, Supplier processes Personal Data on behalf of UAL as UAL's Processor, Supplier shall process Personal Data on behalf of UAL in connection with the performance of the Contract for the duration of the Contract. The Personal Data Supplier processes will be Personal Data collected by or provided to Supplier in connection with the performance of the Contract and, unless otherwise stated in the Purchase Order, will:
  - (a) be the Personal Data of UAL's staff and/or students; its customers', contractors' or commercial partners' staff; and/or other individuals that are the subject of all or any of the Services; and
  - (b) consist of non-sensitive types of Personal Data, such as the Data Subjects' names, addresses and email addresses; in some cases more sensitive types of Personal Data, such as health details and criminal convictions data; together with other types of Personal Data that are required to be processed in connection with the performance of the Contract.
- 12.4 Where, under or in connection with a Contract, Supplier processes Personal Data on behalf of UAL as UAL's Processor, Supplier shall:
  - (a) process the Personal Data only: (i) on the written instructions of UAL and to the extent reasonably necessary for the performance by Supplier of its obligations under the Contract; or (ii) as otherwise required by Data Protection Legislation to which Supplier is subject, in which case Supplier shall inform UAL of that legal requirement before processing the Personal Data (unless that law, on important grounds of public interest, prohibits Supplier from informing UAL);
  - (b) immediately inform UAL if, in its opinion, processing the Personal Data in accordance with a written instruction received from UAL or in the performance of its obligations under the Contract

- infringes any applicable law to which either UAL or Supplier (in its capacity as a Processor) is subject;
- (c) ensure that all persons authorised by Supplier to process the Personal Data: (i) process the Personal Data in accordance with the provisions of this clause 12; and (ii) are under an appropriate contractual or other legal obligation to keep the Personal Data confidential;
  - (d) notwithstanding any other provision of the Contract, and taking into account the state of the art, the nature, scope, context and purposes of the processing and the risks to Data Subjects, implement appropriate technical and organisational measures to ensure the security of the Personal Data and prevent Personal Data Breaches;
  - (e) taking into account the nature of the processing, implement appropriate technical and organisational measures to enable UAL to comply with its obligations under the Data Protection Legislation to which UAL is subject to respond to requests from Data Subjects to exercise their legal rights in relation to their Personal Data;
  - (f) not transfer or process the Personal Data outside the United Kingdom, nor disclose the Personal Data to any party located outside the United Kingdom, without UAL's prior written consent. Where such consent is given by UAL, Supplier shall take such actions and enter into such written agreements as UAL may require in order to help ensure that such transfer, disclosure or processing complies with the Data Protection Legislation to which UAL is subject;
  - (g) provide such assistance and co-operation as UAL may require from time to time in relation to the Personal Data to help the UAL comply with its obligations under the Data Protection Legislation to which it is subject, including its obligations in relation to: (i) keeping Personal Data secure; (ii) dealing with Personal Data Breaches; (iii) carrying out data protection impact assessments; and (iv) dealing with requests from Data Subjects to exercise their legal rights in relation to their Personal Data. This shall include Supplier entering into such other written agreements as may be required by UAL from time to time to enable the UAL to comply with the Data Protection Legislation to which it is subject;
  - (h) notify UAL without undue delay after, and in any event within 24 hours of, becoming aware of a Personal Data Breach in respect of the Personal Data. In such circumstances, Supplier shall work together with UAL to investigate the Personal Data Breach including by (i) providing reasonable assistance with any investigation launched by UAL; (ii) facilitating interviews with Personnel involved in the matter; and (iii) making available all relevant records reasonably required by UAL to investigate the breach or otherwise comply with the Data Protection Legislation or the requests of any competent regulatory authority in relation to the breach or its investigation;
  - (i) at the written direction and option of UAL, permanently, securely and without undue delay, delete or return Personal Data and copies thereof to UAL on termination or expiry of the Contract save to the extent that Supplier is required to retain copies of the Personal Data by applicable law to which Supplier is subject;
  - (j) make available to UAL all information necessary to demonstrate its compliance with its obligations under this clause 12 and allow for and contribute to audits, including inspections, conducted by UAL or its representatives; and
  - (k) not engage another Processor to process the Personal Data on behalf of UAL (**Sub-processor**) except with UAL's prior written approval. Prior to engaging a Sub-processor, Supplier shall enter into a written contract with the Sub-processor that imposes on the Sub-processor obligations that are the same as, or more onerous than, the obligations imposed on Supplier under clauses 12.1 to 12.4 (inclusive). Supplier shall remain fully liable and responsible for all acts and omissions of each Sub-processor and the acts and omissions of those employed or engaged by each Sub-processor as if they were its own. An obligation on Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon Supplier to procure that each Sub-processors' employees, staff and agents also do, or refrain from doing, such act or thing.
- 12.5 Supplier shall, in respect of each Contract, indemnify UAL against any and all losses, damages, costs and expenses incurred by UAL arising from, or in connection with, any breach by Supplier of its obligations under this clause 12.
- 13. FREEDOM OF INFORMATION**
- 13.1 Supplier acknowledges that UAL is subject to the requirements of the FOIA and the EIRs. Supplier shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by UAL to enable UAL to comply with its obligations under the FOIA and EIRs;
  - (b) transfer to UAL all Requests for Information relating to each Contract (including all matters leading up to the appointment of Supplier under the Contract, its performance and expiry or termination) that it receives as soon as practicable and in any event within two business days of receipt;
  - (c) provide UAL with a copy of all information belonging to UAL requested in the Request For Information which is in its possession or control in the form that UAL requires within five business days (or such other period as UAL may reasonably specify) of UAL's request for such information; and
  - (d) not respond directly to a Request For Information unless authorised in writing to do so by UAL.
- 13.2 Supplier acknowledges that UAL may be required under the FOIA and EIRs to disclose information (including Commercially Sensitive Information) without consulting or obtaining consent from Supplier. UAL shall take reasonable steps to notify Supplier of a Request For Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in these Terms) UAL shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.
- 13.3 Notwithstanding any other provision in these Terms, Supplier consents to the publication of each Contract in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA and EIRs.
- 14. CONFIDENTIAL INFORMATION**
- In respect of each Contract:
- 14.1 Each party undertakes that, it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 14.2.
  - 14.2 Each party may disclose the other party's confidential information: (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract; or (ii) as may be required by law or a court of competent jurisdiction;
  - 14.3 Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information must comply with this clause 14.
  - 14.4 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 15. TERMINATION AND ITS CONSEQUENCES**
- 15.1 Without affecting any other right or remedy available to it, UAL may terminate a Contract with immediate effect by giving written notice to Supplier at any time on or after:
- (a) there is a change of control, as defined in Section 1124 of the Corporation Tax Act 2010, in Supplier;
  - (b) Supplier's financial position deteriorates to such an extent that in UAL's opinion Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
  - (c) Supplier commits a breach of clause 14;
  - (d) Supplier 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 14 days after being notified in writing to do so;
  - (e) Supplier 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
  - (f) Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 15.2 Without affecting any other right or remedy available to it, UAL may terminate the Contract for convenience at any time by giving Supplier not less than 30 days' written notice of such termination.
- 15.3 Supplier may terminate a Contract with immediate effect by giving notice of such termination to UAL at any time on or after UAL commits a material breach of its payment obligations under the Contract and fails to remedy that breach within 30 days of being notified of the breach by Supplier.
- 15.4 On termination of the Contract, Supplier shall immediately deliver to UAL all Goods which UAL has paid for and any Deliverables whether or not then complete. If Supplier fails to do so, then UAL (or its appointed representatives) may enter Supplier's premises and take possession of

all such Goods and Deliverables. Until they have been returned or delivered, Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

- 15.5 Termination or expiry of a 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.
- 15.6 Clauses 1, 5.3, 5.5(d), 8 to 14 (inclusive), 15.4, 15.5, 15.6, 17 and 18 shall survive termination of this Agreement and shall continue to apply as shall any other provision which by its nature is intended to survive termination.

## 16. COMPLIANCE

In respect of each Contract:

- 16.1 Supplier shall comply with all applicable laws, regulations and codes of practice relating to the supply of Goods and/or provision of Services.
- 16.2 Supplier acknowledges that UAL is an employer accredited by the London Living Wage Foundation. As part of its accreditation UAL requires all personnel and staff engaged by the Supplier who are involved in the provision of Goods and/or Services under the Contract to be paid an hourly wage and/or annual salary, which is equal to or exceeds the London Living Wage (as amended from time to time by announcement of the London Living Wage Foundation). If, at the commencement of the Contract, the Supplier's personnel and staff are not already receiving pay that is equal to or exceeds the London Living Wage, Supplier shall implement in a timely manner (not to exceed 30 calendar days in any event), the London Living Wage scheme and adjust the rates of pay for all affected personnel and staff. Supplier shall apply any pay uplift accordingly. Supplier shall confirm such compliance with this clause 16.2 to UAL in writing within three months of the date of the Contract.
- 16.3 UAL may terminate the Contract with immediate effect by giving prior written notice of such termination to Supplier and to recover all its losses at any time on or after Supplier, its employees or anyone acting on its behalf:
- offers to give or sanction to give any member, employee or a representative of UAL, any gift, reward or inducement for the purpose of doing or refraining from doing or for having done or refrained from doing, any act in relation to the obtaining or execution of the relevant Purchase Order (or any other Purchase Orders with UAL) or for showing or refraining from showing favour or disfavour to any person in relation to the Contract;
  - offers to sell Goods and/or Services to any member, employee or representative of UAL on the terms specified herein, in so far that they constitute a preferential agreement not extended to the general public for the purpose of trade;
  - commits an offence under the Bribery Act 2010, or pays or offers any fee or reward contrary to Section 117(2) of the Local Government Act 1972; and/or
  - fails to comply with clause 16.2.
- 16.4 Supplier shall comply with all anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including the Modern Slavery Act 2015 and shall not in any circumstances engage in, promote or otherwise support child labour, human trafficking or any other means of exploitation.
- 16.5 Supplier shall take reasonable steps to monitor and manage its own direct supply chain and sub-contractors compliance with all anti-slavery and human trafficking laws, statutes and regulations from time to time in force. Within seven days of a request by UAL, Supplier shall demonstrate effective implementation of its policies and procedures in relation to equality, diversity, human rights and modern slavery and take specific action to make any necessary changes.
- 16.6 Supplier shall not engage in any activity, practice or conduct which would constitute a UK tax evasion offence, a foreign tax evasion offence or a corporate failure to prevent offence under the Criminal Finances Act 2017.
- 16.7 UAL may terminate the Contract with immediate effect by giving written notice of such termination to Supplier and recover all its losses at any time on or after Supplier breaches any of the provisions of this clause 16.

## 17. STATUS

In respect of each Contract:

- 17.1 The Personnel are not, nor is it their intention that the Personnel be, employees, workers, agents or partners of UAL. Supplier warrants, represents and undertakes to UAL that each of the Personnel is either an employee of Supplier or an independent contractor engaged by Supplier who is then supplied by Supplier to UAL on a temporary basis to perform the Contract (including to provide any Services).
- 17.2 For those of the Personnel that are: (i) employees of Supplier, Supplier is responsible and liable for paying, and where applicable deducting from, the salaries, benefits and other expenses relating to the

employment of those the Personnel (both statutory and contractual, and including PAYE income tax, employers and employee's national insurance contributions, pensions, expenses, allowances, maternity/paternity or other statutory payments, sick pay and holiday pay); and (ii) independent contractors engaged by Supplier, Supplier shall pay those Personnel or, where applicable, the intermediary through which such Personnel provides its services, in accordance with its terms of engagement with such Personnel or intermediary (as applicable) and shall ensure that such Personnel or intermediary (as applicable) is responsible and liable for paying all salaries, benefits and expenses applicable to the status of such Personnel (including income tax, national insurance contributions and social security contributions).

- 17.3 Supplier shall indemnify UAL from and against all losses, costs (including legal costs) damages and expenses suffered or incurred by UAL arising out of or in connection with: (i) any claim, demand or allegation made by any of the Personnel alleging or requiring *employee* or *worker status* or that there is any implied contractual relationship as between the Personnel and UAL; and/or (ii) any claim, demand or allegation made against UAL by any person (including any governmental or regulatory body) that is based upon an assumption that any of the Personnel is an employee or worker of, or engaged directly by, UAL (including any fines levied against UAL based upon such assumption).

## 18. GENERAL

In respect of each Contract:

- 18.1 No failure or delay by UAL to exercise any right under the Contract shall be deemed to be a waiver of that right, nor preclude the exercise or enforcement of it at any later time. All remedies available to Supplier or UAL for breach of the 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.
- 18.2 UAL 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.
- 18.3 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 UAL. When UAL consents to a sub-contractor, Supplier shall (i) be responsible for the acts or omissions of its subcontractors as though they are its own; (ii) be liable to the UAL for any costs, losses, damages or expenses suffered or incurred by UAL arising out of or in connection with any act or omission of its subcontractors; and (iii) pay each valid and undisputed invoice of its subcontractors within 30 days.
- 18.4 No third party shall have any rights under or in connection with the Contract by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 18.5 If any provision of the Contract shall be held to be illegal or unenforceable, the enforceability of the remainder of the Contract shall not be affected.
- 18.6 Neither any consequence of the UK's withdrawal from the European Union, nor any fluctuations in the GBP exchange rate (whether resulting directly or indirectly from the UK's withdrawal from the European Union or otherwise), shall:
- affect in any way the obligations of either party and neither party shall be entitled to rely on the UK's withdrawal from the European Union and/or any fluctuations in the GBP exchange rate to make any claim against the other, whether for additional time, money or otherwise, on any basis, including for the avoidance of doubt in contract, tort or equity; and
  - entitle either party to vary and/or to terminate the Contract (or any part of the Contract) save where that party is otherwise entitled to vary and/or terminate the Contract (or any part of the Contract).
- 18.7 Any notice to be given under the Contract shall be delivered personally, sent by facsimile or sent by first class recorded delivery post (airmail if overseas) or electronic mail. The address for service of each Party shall be its registered office or such other address as either Party may previously have notified to the other Party in writing or as set out in the Purchase Order.
- 18.8 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. 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.
- 18.9 The Contract (including these Terms), 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 and Wales 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 (including these Terms) or its subject matter or formation.