

Document Control

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Scope	To inform Budget managers or alternate of the University's Standard Purchase Order ("PO") Terms & Conditions when purchasing goods or services on behalf of the University.

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21/01/2010	0.1	Initial draft	Ray Lallmahamood
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TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS & SERVICES

1. Definitions

- 1.1 In these terms and conditions ("Terms"):
- 1.2 "Contract" means these Terms, the Purchase Order and any other documents referred to in the Purchase Order;
- 1.3 "Fee" means the fee stated in the Purchase Order as payable by UAL to Supplier for the provision of the ordered Goods and/or Services;
- 1.4 "Intellectual Property Rights" means 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.
- 1.5 "Purchase Order" means UAL's written instructions to provide the ordered Goods and/or Services;
- 1.6 "Services" means the service(s) to be provided by Supplier to UAL, including where applicable any goods or materials provided pursuant to the ordered Services;
- 1.7 "Goods" means the good(s) to be provided by the Supplier to UAL, including where applicable any services provided pursuant to the ordered Goods;
- 1.8 "Supplier" means the supplier named in the Purchase Order;
- 1.9 "UAL" means the University of the Arts London.

2. Supply of Goods & Services

- 2.1 These Terms are the only terms and conditions upon which UAL is prepared to deal with the Supplier and they shall govern the Contract to the exclusion of any other terms and conditions which the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Purchase Order constitutes an offer by UAL to purchase Goods and/or Services from the Supplier in accordance with these Terms. The Purchase Order shall be deemed to be accepted on the earlier of:
 - 2.2.1 the Supplier issuing written acceptance of the Order; or
 - 2.2.2 any act by the Supplier consistent with fulfilling the Order, at which point and on which date the Contract shall come into existence.
- 2.3 No changes to the Contract shall be valid unless agreed in writing signed by an authorised representative on behalf of UAL.
- 2.4 The Supplier shall provide the ordered Goods and/or Services in conformance with the requirements of the Purchase Order.
- 2.5 The Supplier warrants that all Goods and/or Services will be provided with the highest degree of skill, care and diligence in accordance with best industry practice and in accordance with the Contract.
- 2.6 Any Goods and/or Services provided by the Supplier to UAL pursuant to the Contract shall be of excellent quality, and fit and sufficient for the purpose for which such Goods and/or Services are ordinarily used and for any particular purpose made known by UAL to the Supplier, and shall be free from defects in design, materials and workmanship and shall comply with any technical requirements contained or referred to in the Purchase Order.
- 2.7 The ordered Goods and/or Services shall be delivered or performed (as the case may be) at the time or within the period(s) specified in the Contract and time for delivery of Goods and performance of Services shall be of the essence of the Contract.

- 2.8 Supplier shall comply with all applicable laws and regulations, and with all reasonable requests of UAL, relating to the supply of Goods and the performance of Services.
- 2.9 Supplier shall take out and maintain public and/or all other insurance cover which is appropriate for the ordered Goods and/or Services and shall provide UAL upon request with copies of current certificates of such insurance.

3. Fees and Expenses

- 3.1 Unless stated otherwise in the Purchase Order, the Supplier shall invoice UAL in respect of the Fee upon delivery of the Goods and/or completion of the performance of Services in each case to the satisfaction of UAL.
- 3.2 The Fee shall be payable by UAL to the Supplier at the end of the month following the month in which a correctly presented invoice (which shall include the Purchase Order number) is received by UAL. VAT (where applicable) shall be shown separately on all invoices.
- 3.3 Without prejudice to any other rights or remedies, UAL reserves the right to set off any amount owing to the Supplier against any liability of the Supplier to UAL.

4. Intellectual Property

- 4.1 Unless agreed otherwise between the Parties in writing, all intellectual property rights in any work, materials or inventions produced or developed by the Supplier pursuant to the provision of the ordered Goods and/or Services shall belong exclusively to UAL. The Supplier assigns to UAL, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts) ("Deliverables").
- 4.2 The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Goods and/or Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 4.3 The Supplier shall, promptly at UAL's request, 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 Intellectual Property Rights assigned to the Customer in accordance with clause 4.1.
- 4.4 Supplier warrants that all work, materials and/or inventions referred to in clause 4.1 shall not infringe the Intellectual Property Rights of any third party and agrees to indemnify and keep indemnified UAL against all costs, actions, claims, demands, liabilities, expenses, damages or losses which UAL may suffer or incur as a result of or in connection with any breach of this warranty.
- 4.5 All intellectual property rights in any instructions, specifications or other materials made available by UAL to the Supplier shall, subject to any rights of a third party, remain the sole property of UAL.

5. Confidential Information

- 5.1 Supplier shall not, without the prior written permission of UAL, disclose to any third party or use other than for the purposes of the provision of the ordered Goods and/or Services any confidential information concerning the business or affairs of UAL.
- 5.2 The condition set out under Clause 5.1 above shall not apply to information which was public knowledge at the time of disclosure to the Supplier, or which subsequently becomes public

knowledge other than by a breach of a duty owed to UAL, or which subsequently comes lawfully into the possession of the Supplier from a third party.

6. Termination

- 6.1** UAL may cancel any Purchase Order in whole or in part by notice in writing at any time prior to the provision of the ordered Goods and/or Services. In this event, UAL's sole liability to the Supplier shall be to pay for the cost arising from any work reasonably already carried out by Supplier.
- 6.2** UAL may, by notice in writing, terminate this Contract immediately without liability to the Supplier if the Supplier:
 - 6.2.1** goes into liquidation, becomes bankrupt, has a receiver appointed, makes a composition or voluntary arrangement with its creditors or enters into administration, or ceases (or threatens to cease) trading, or takes or suffers any similar or analogous action in consequence of debt; or
 - 6.2.2** commits any material remediable breach of this Contract and fails to remedy such breach within 14 (fourteen) days of having received written notice of such breach from UAL; or
 - 6.2.3** commits any material irremediable breach of this Contract (and an irremediable breach shall include without limitation any breach of an obligation for which time is of the essence).
- 6.3** Termination of this Contract for whatever reason shall not affect the accrued rights of UAL.
- 6.4** Without prejudice to the generality of the preceding sentence, the provisions of clauses 4 and 5 shall not be affected by any termination.

7. Anti Bribery

- 7.1** UAL may terminate this Purchase Order and the conditions set-out herein to recover all its losses in the event that the Supplier, its employees or anyone acting for and on behalf of the Supplier:
- 7.2** 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 this or any other Purchase Orders with UAL or for showing or refraining from showing favour or disfavour to any person in relation to this Purchase Order.
- 7.3** 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.
- 7.4** 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.

8. General

- 8.1** No failure or delay by UAL to exercise any right under this Contract shall be deemed to be a waiver of that right, nor preclude the exercise or enforcement of it at any later time.
- 8.2** Supplier shall not without the prior written consent of UAL assign, transfer or sub-contract all or any of its rights or obligations under this Contract.
- 8.3** The Contracts (Rights of Third Parties Act) 1999 shall not apply to this Contract.
- 8.4** Supplier warrants that it is an independent contractor. Nothing in this Contract shall give rise to the Supplier being an agent, partner or employee of UAL and the Supplier shall not hold itself out as such.
- 8.5** If any provision of this Contract shall be held to be illegal or unenforceable, the enforceability of the remainder of this Contract shall not be affected.
- 8.6** 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.
- 8.7** This Contract shall be governed by and construed in accordance with English law and the Parties submit to the non-exclusive jurisdiction of the English courts.