
GENERAL CONDITIONS OF PURCHASE OF GOODS AND/OR SERVICES

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1. INTERPRETATION

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	is subject, including the Data Protection Act 2018, the UK General Data Protection Regulation ('UK GDPR') as implemented by the Data Protection Act 2018, and the General Data Protection Regulation (EU) 2016/679; and (b) any code of practice or guidance published by the ICO or other relevant supervisory authority from time to time;
"Data Subject "	has the meaning set out in the Data Protection Legislation;
"Data Subject Request "	means an actual or purported request, notice or complaint from (or on behalf of) a Data Subject exercising their rights under the Data Protection Legislation;
"Data Transfer "	means transferring the University Data to, and/ or accessing the University Data from and/ or Processing the University Data within, a jurisdiction or territory that is a Restricted Country;
"Deliverables "	means all documents, products and materials to be developed by the Supplier 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);
"Delivery Date "	means the date specified by the University for delivery of the Goods, as set out in the Form of Contract;
"Delivery Location "	means the location as instructed by the University, to the Supplier, before delivery, as set out in the Form of Contract;
"Designated Area"	means the area at the Delivery Location for the Installation of the Goods, as set out in the Installation Plan;
"Environmental Policy "	means the University's environmental policy as updated by the University from time to time and made available to the Supplier upon request;
"Ethics and Anti -bribery Policy "	means the University's ethics and anti-bribery policy as updated by the University from time to time and made available to the Supplier upon request;
"Form of Contract "	means the 'form of contract' attached to these Conditions;
"Freedom of Information Legislation"	means the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to the same;
"Good Industry Practice "	means, at any time, the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of similar services to the Services to a customer like the University, such supplier seeking to comply with its contractual obligations in full and complying with all applicable laws (including the Data Protection Legislation);

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“Outgoing Service
Provider”

means any supplier(s) engaged to perform all or part of the Services

	(including Installation);
"Tender "	means the Supplier's quotation or written response to the ITT including all supporting documentation and representations;
"Term "	means the duration of the Contract, from the Commencement Date until both Parties' obligations under the Contract have been performed (unless the Contract is otherwise terminated in accordance with these Conditions or it is otherwise lawfully terminated);
"Third Party Request "	means a written request from any third party for disclosure of University Data where compliance with such request is required or pu

- 1.2.8 a reference to a Clause or Schedule is to the relevant Clause of or Schedule to these Conditions; a reference to a paragraph is to the relevant paragraph of the Schedule in which it appears; and
- 1.2.9 the Schedules form an integral

Installation, and/or for the Services following performance of the Services, in accordance with Schedule 3. The Supplier shall comply with the remaining provisions of this Clause 4.

4.3 The Charges shall be inclusive of all costs, overheads and expenses of any kind (including all delivery costs) and all other charges, duties, expenses and taxes but shall be exclusive of VAT, which the Supplier shall add to its invoices at the appropriate rate.

4.4 In order to facilitate the payment process within the University's accounts payable team, the Supplier shall ensure that each invoice contains the following information:

4.4.1 a valid purchase order number;

4.4.2 the period to which the invoice relates;

4.4.3 details of the Goods provided and/or Services performed;

4.4.4 a breakdown of the Charges; and

4.4.5 details of the Supplier's nominated bank account.

4.5 Failure to provide the required information may result in either returned invoices or payment delays.

4.6 All invoices without exception are to be sent by email to the University's Accounts Payable Team at:

Email: invoices@sussex.ac.uk

4.7 If the University:

4.7.1 requires any information in order to verify the accuracy of any invoiced amount it shall, within 10 Business Days of receiving the relevant invoice, give written notice (an "Information Request ") to the Supplier specifying the information it requires. The Supplier shall provide all information specified in or required by an Information Request within 5 Business Days of receipt of that Information Request. If the Supplier fails to respond or, if following the Supplier's response the University considers that it is still unable to verify the relevant invoiced amount or disagrees with such amount, the matters in dispute shall be referred to a chartered accountant of not less than ten years standing (the "Charges Expert "). If following the Supplier's response the University can verify the relevant invoiced amount and agrees with it, payment of that relevant invoiced amount shall be deemed to be due on the later of: (a) the invoice of shall 15.7 (.7 (h)-15.7 (ov)-8 (ide a8 (he)24.2 (oed)24.2 (TJ -be dursity can)27 (wit)yghin xplessa8.3 (s) beent e Suprsi4oedy c5

- 5.3.3 any encumbrancer takes possession of or a receiver, administrative receiver or similar officer is appointed over any of the property or assets of the Supplier or if the Supplier makes any voluntary arrangement with its creditors or becomes subject to an administration order or has an administrator appointed or goes into liquidation or has a resolution for its winding up passed or anything analogous to any of these events f t ap. (or)-a1law (

- 11.3 The Supplier's liabilities under any term of the Contract or otherwise shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in Clause 11.1.
- 12. INADEQUACY OF DAMAGES
 - 12.1 Without prejudice to any other rights or remedies that the University may have, the Supplier acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of the Contract by the Supplier. Accordingly, the University shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of the Contract.
 - 12.2 The University's rights under the Contract are in addition to its rights and remedies implied by statute and common law.
- 13. CONFIDENTIALITY
 - 13.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:
 - 13.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly;

14. PROTECTION OF PERSONAL DATA

14.1 The Parties shall each Process the University

15. FREEDOM OF INFORMATION

- 15.1 The Supplier acknowledges that the University may be required under the Freedom of Information Legislation to disclose information (including commercially sensitive information) without consulting or obtaining consent from the Supplier. The University shall take reasonable steps to notify the Supplier of a request for information to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in the Contract) the University 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 Freedom of Information Legislation.
- 15.2 The Supplier acknowledges that the University is subject to the Freedom of Information Legislation and shall assist and co-operate with the University (at the Supplier's expense) to enable the University to comply with its obligations under the Freedom of Information Legislation.
- 15.3 The Supplier shall and shall procure that its sub-contractors shall:
- 15.3.1 transfer a request for information to the University as soon as practicable after receipt and in any event within three (3) days of receiving such request for information;
 - 15.3.2 provide the University with a copy of all information requested which is in its possession or power in the form that the University requires within seven days (or such other period as the University may specify) of the University requesting that information; and
 - 15.3.3 provide all necessary assistance as reasonably requested by the University to enable the

18.1.5 Promptly report to the

- (a) a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
- (b) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;

20.1.2 have and shall maintain in place throughout the term of the Contract r04 Td () Tj018 (ion) F8 0 Tc 0

22. ANNOUNCEMENTS

- 22.1 Notwithstanding any other provision of these Conditions, the Supplier shall not make any announcement relating to the Contract or its subject matter or its appointment hereunder except to the extent required by law or by any governmental or regulatory authority (and then subject to the notification obligations in Clause 13.3.3) without the prior written agreement of the University.

23. GENERAL

23.1 Entire Agreement

23.1.1 The Contract constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes any previous agreement between the Parties relating to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.

23.1.2 Each of the Parties represents and agrees that in entering the Contract it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether Party to the Contract or not) other than as expressly set out in the Contract.

23.2 Force Majeure

The University reserves the right to defer the date for performance of, or payment for, the Services, or to terminate the Contract, if it is prevented from, or delayed in, carrying on its business by act of God including but not limited to fire, flood, earthquake, windstorm or other natural disaster; epidemic, pandemic or other civil emergency; act of any sovereign including but not limited to war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition, destruction or damage to property by or under the T* [(ac)-her3Pf ang(s)-8 (ov)-8 (ern5.7 (ioay)-8 (m)-8.)-8 (t)-1oricwerl aolutwerl

provided that no disclosure pursuant to this Clause 23.3 shall be made until notice of the identity of the proposed assignee has been given to the Supplier.

23.4 Notices

23.4.1 Any notice or other communication given to a Party under or in connection with the Contract shall be in writing, addressed to that Party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that Party may have specified to the other Party in writing in accordance with this Clause, and shall be delivered personally, or sent by pre-paid first class post or other next Business Day delivery service, commercial courier, or e-mail.

23.4.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address set out in the Form of Contract for the respective Party; if sent by pre-paid first class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one business day after transmission.

23.4.3 The provisions of this Clause shall not apply to the service of any proceedings or other documents in any legal action.

23.5 Severance

If any provision or part-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 such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of the Contract.

23.6 Waiver

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

23.7 Third Parties

A person who is not a Party to the Contract will have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.

23.8 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, nor constitute either Party the agent of the other for any purpose. Neither Party shall have authority to act as agent for, or to bind, the other Party in any way.

23.9 Further Assurance

Each Party to the Contract shall at the request and expense of the other or any of them execute and do any deeds and other things reasonably necessary to carry out the provisions of the Contract or to make it easier to enforce.

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- 3.3 The Supplier shall comply with any response times for repairs to the Goods as notified in writing by the University and in the event of any failure by the Supplier to do so the University shall (without prejudice to its other rights and remedies) be entitled to the remedies set out paragraph 7.1.2.
- 3.4 For the avoidance of doubt, any alterations to, or attachments made to, the Goods by the University shall not invalidate the Warranty provided that the Supplier gives its prior consent.
4. SPARE PARTS AND CONSUMABLE SUPPLIES
- 4.1 Where specified in the Specification, the Supplier shall continue to make available to the University for a period of at least seven years after the date of expiry or termination of the Contract the Goods and any Spares.
- 4.2 The University shall be free to negotiate the price of Spares following the expiry or termination of the Contract except that if the Parties cannot agree on a suitable price within 10 Business Days of commencing negotiations, the prices of the Spares shall not exceed the prices applicable to the Goods at the time of the expiry or termination of the Contract.

- 7.1.4 The Universities rights and remedies under paragraph 7.1.2 are in addition to the rights and remedies available to it in respect of the statutory conditions relating to description, quality, fitness for purpose and correspondence with sample implied into the Contract by the Sale of Goods Act 1979.
- 7.1.5 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier. qualit.238(wi)24.1 (G)-15.7 29 -2.333 Td [(7.)-15.7 (1.)-15.8c 0 Tw 0 Tc 0 Tw (lwi)24.11.14

the purpose of the Installation as the result of an act, omission or default of one Party, then any costs which the other Party can demonstrate as being reasonably and necessarily incurred as a direct result of that act, omission or default shall be recoverable from the defaulting Party.

- 8.6 The University shall provide the authorised members of the Supplier's Team at all reasonable times and with prior agreement, such access to the Premises, (but not necessarily sole access) as may be necessary for the inspection of the Premises and for the execution of delivery and Installation. Provided that the University shall always have the right to refuse to admit, or order the removal from, the Premises of any members of the Supplier's Team or any other individual or acting on behalf of the Supplier who, in the opinion of the University (which shall be final), is not a fit and proper person to be on the Premises. Action under this Clause shall not relieve the Supplier of any of its obligations under the Agreement.
- 8.7 The Supplier must take reasonable care to ensure that, in the execution of the delivery and Installation, they do not interfere with the operations of the University, its employees or any other contractor employed on the Premises.
- 8.8 The Supplier shall (and shall ensure that all members of the Supplier's Team shall), without prejudice to any other obligations to the University with regard to access to the Premises: -
- 8.8.1 comply at all times with its statutory obligations in respect of health and safety at work and the University's policies, procedures and/or reasonable instructions in respect of health and safety (or otherwise);
 - 8.8.2 comply with any policies, procedures and/or reasonable instructions of the University at all times when working on, the Premises (including, but not limited to matters, in relation to security, working in relation to others on Premises, access and egress);
 - 8.8.3 ensure that any Installation and/or other Services which require the attendance of the Supplier on the Premises be undertaken during the University's standard operational hours unless otherwise agreed by the University; and
 - 8.8.4 leave the Goods and the Premises in a clean and tidy condition at the end of each visit and upon completion of the Installation.
- 8.9 The work required of the Supplier to complete Installation shall be as set out in the Installation Plan. In the absence of any Installation Plan, the Supplier shall ensure that Installation shall be completed in accordance with any dates as may have been agreed by the parties and in any event so that the Long Stop Completion Date is achieved.
- 8.10 Without reducing the scope of any obligations imposed on the Supplier by the terms of the Agreement with regard to the standard of the Installation, the Supplier shall use good quality materials, techniques and standards to execute the Installation with the care, skill and diligence required in accordance with the best industry practice.
9. UNIVERSITY REMEDIES
- 9.1 If the Supplier fails to Install the Goods so that they are not accepted by the Long Stop Completion Date, the University shall, without limiting its other rights or remedies, have one or more of the following rights:
- 9.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 9.1.2 to refuse to accept any subsequent delivery/Installation of the Goods which the Supplier attempts to make;

- 9.1.3 to recover from the Supplier any additional costs incurred by the University in obtaining substitute Goods from a third party;
 - 9.1.4 where the University has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered and Installed by the Supplier, to have such sums refunded by the Supplier; and
 - 9.1.5 to claim damages for any additional costs, loss or expenses incurred by the University which are directly attributable to the Supplier's failure to meet such dates.
- 9.2 The Contract shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

SCHEDULE 3

TERMS APPLYING TO THE SUPPLY OF SERVICES

1. INCORPORATION

The provisions set out in this Schedule shall apply to the supply of the Services, in addition to those set out in main body of these Conditions.

6. UNIVERSITY PREMISES

6.1 Inspection of Premises

Save as the University may otherwise direct, the Supplier is deemed to have inspected the Premises before submitting the Tender and to have made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under the Contract.

6.2 Fire Precautions

6.2.1 The Supplier must comply with any directions given by the University in relation to fire safety at the Premises.

6.2.2 The Supplier must ensure that all flammable agents and equipment are kept away from naked flames and exposed electrical elements, are stored safely and are safely disposed of when no longer required or use.

7. UNIVERSITY'S OBLIGATIONS

7.1 The University shall:

7.1.1

