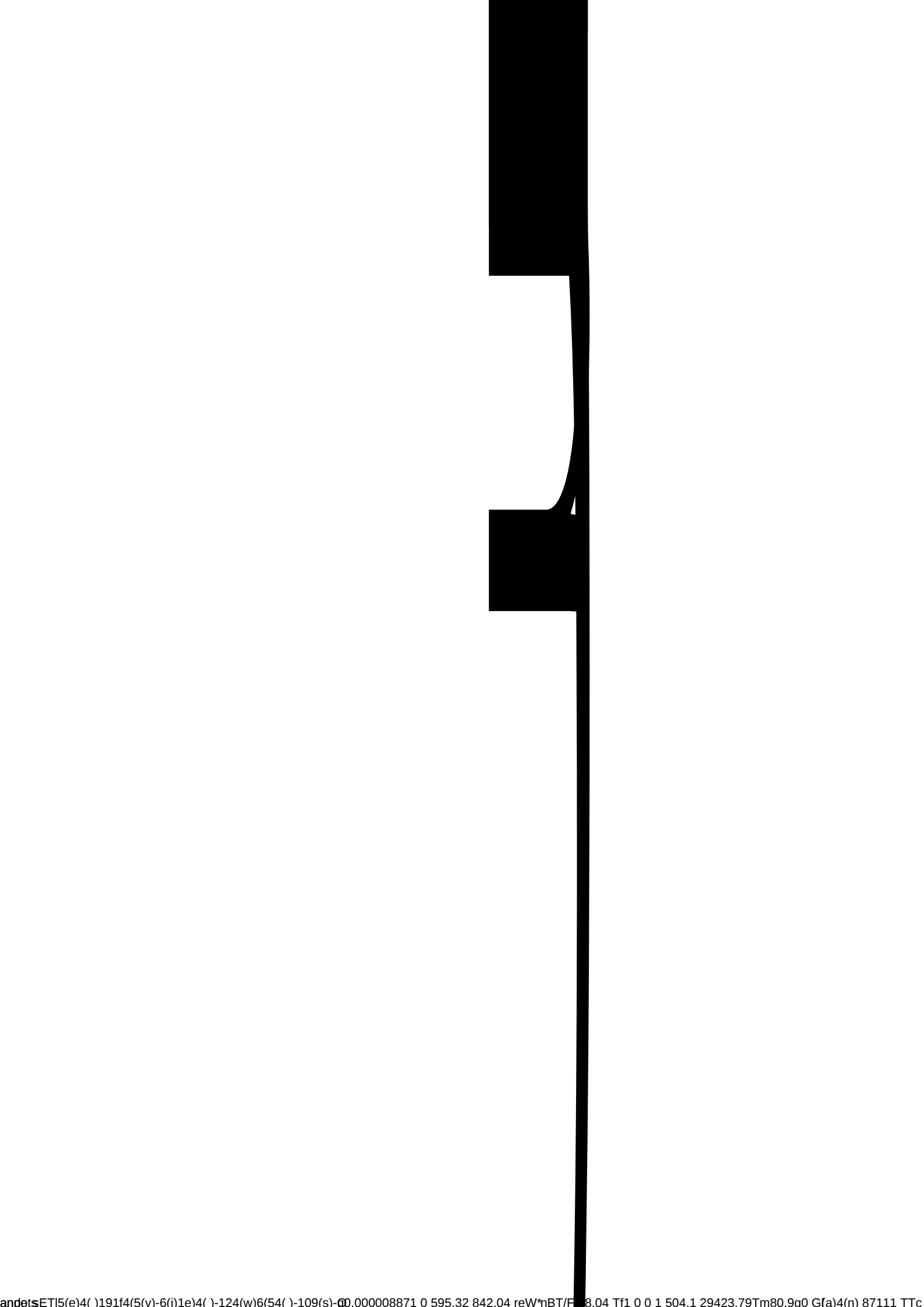






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payment or benefit received by You or Your staff in respect of the Services, where such recovery is not prohibited by law. You shall further indemnify Us against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by Us in connection with or in consequence of any such liability, deduction, contribution, assessment or claim;

- 2.6 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by You or Your staff against Us arising out of or in connection with the provision of the Services except where such claim is as a result of any act or omission of Us.

3. **PRICE**

- 3.1 The price of the Goods and/or Services shall be the price as stated in the Contract, or, if no price is quoted the price shall be the price set out in your published price list in force as at the date the Contract came into existence.

- 3.2 The price of the Goods and/or Services is exclusive of amounts in respect of value added tax ("VAT"), but shall include any and all costs of storage, packaging, insurance, delivery, carriage, installation, commissioning and all other taxes and/or duties (as applicable). No extra charges or increase in the price shall be effective unless agreed in writing by Us.

- 3.3 You shall be responsible for any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by You and Your staff in respect of delivering the Services.

- 3.4 We shall, on receipt of a valid VAT invoice from You, pay to You such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services under the Contract. It is Your responsibility to ensure that the VAT is paid to the relevant authority.

- 3.5 If We reasonably consider that We are obliged by law to do so, We may make deductions or withholdings from the price of the Services in respect of any liability to income tax or employee national insurance contributions arising from or in connection



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- 11.1.1 to refuse to accept any subsequent delivery of the Goods which You attempt to make;
 - 11.1.2 to reject the Goods (in whole or in part) and return them to You at Your own risk and expense;
 - 11.1.3 to require You to repair or replace the rejected Goods, or provide a full refund of the price of the rejected Goods;
 - 11.1.4 to recover from You any direct costs incurred by Us in obtaining substitute goods from a third party;
 - 11.1.5 to claim damages for any other Losses incurred by Us arising out of or in connection with Your failure to carry out Your obligations under the Contract; or
 - 11.1.6 to terminate the Contract.
- 11.2 These Conditions shall apply to any repaired or replacement Goods supplied by You.
- 11.3 If the Services are not performed on the date they are due as referred to in Condition 9.2, or do not comply with the undertakings set out in Condition 6.2, then without limiting any or Our other rights or remedies, We shall have the right to any one or more of the following remedies:
 - 11.3.1 to refuse to accept any subsequent performance of the Services which You attempt to make;
 - 11.3.2 to recover from You any direct costs incurred by Us in obtaining substitute services from a third party;
 - 11.3.3 where We have paid in advance for Services that have not been provided by You, to have such sums refunded by You;
 - 11.3.4 to claim damages for any other costs, loss or expenses incurred by Us arising out of or in connection with Your failure to carry out Your obligations under the Contract; or
 - 11.3.5 to terminate the Contract with immediate effect by giving You written notice.
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supporting evidence of compliance as We may reasonably request.

- 18.2 You shall ensure that any person associated with You who is performing services and/or providing goods in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on You in this Condition 18 ("**Relevant Terms**"). You shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Us for any breach by such persons of any of the Relevant Terms.
- 18.3 Any breach of this Condition 18 shall be deemed a material breach of the Contract and shall entitle Us to terminate the Contract with immediate effect.
- 18.4 For the purposes of this Condition 18, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with You includes but is not limited to any of your subcontractor.

19. GENERAL

19.1 Equality and Diversity

- 19.1.1 You shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in age, race, gender, religion, disability, sexual orientation or otherwise) in employment.
- 19.1.2 You agree to take all reasonable steps to secure the observance of Condition 19.1.1 by all Your employees, agents, suppliers and sub-contractors employed in performance of the Contract.

19.2 Data Protection

- 19.2.1 For the purpose of this Condition 19.2, "**Controller**", "**Processor**", and "**Processing**" (and Process and Processed), shall have the meanings given to them in the Data Protection Laws.
- 19.2.2 The parties each acknowledge and agree that they may need to Process Personal Data relating to each party's representatives (in their respective capacities as Data Controllers) in order to (as appropriate): (a) administer and provide the Goods and/or Services; (b) request and receive the Goods and/or Services; (c) compile, dispatch and manage the payment of invoices relating to the Goods and/or Services; (d) manage the Contract and resolve any disputes relating to it; (e) respond and/or raise general queries relating to the Goods and/or Services
- 19.2.3 Each party shall Process such Personal Data relating to each party's representatives for the purposes set out in Condition 19.2.2 in accordance with their obligations under the Data Protection Laws. The parties acknowledge that they may be required to share Personal Data with their affiliates, group companies and other relevant parties, within or outside of the United Kingdom, in order to carry out the activities listed in Condition 19.2.1, and in doing so each party will ensure that the sharing and use of this Personal Data complies with applicable Data Protection Laws.
- 19.2.4 Where and to the extent that You may Process Personal Data for and on behalf of Us as part of the

Services, You shall be deemed the Processor and We shall be deemed the Controller.

- 19.2.5 You shall comply with the obligations imposed upon a Processor under the Data Protection Laws and shall co-operate with Us and take all such action as are necessary to enable Us to comply with Our obligations under the Data Protection Laws and shall not perform Your obligations under this Contract in such a way as to cause Us to breach any of Our obligations under the Data Protection Laws, expressly and without limitation:
- (a) the parties shall enter into a data sharing agreement that documents



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have been received at 9.00 am on the second Business Day after posting.

("FOIA") and You agree to assist and co-operate with Us in complying with Our obligations under FOIA.

19.4.2	The provisions of this condition shall not apply to the service of any proceedings or other documents in any legal action.	19.8	Third party rights The Contract does not create any right enforceable by any person who is not party to it in accordance with the Contracts (Rights of Third Parties) Act 1999.
19.5	Severance	19.9	Subcontracting You may not assign, transfer, charge, subcontract or deal in any other manner with any or all of Your rights or obligations under the Contract without the Our prior written consent (such consent not to be unreasonably withheld).
19.5.1	If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.	19.10	Variation Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding if agreed in writing and signed by Our Authorised Officer.
19.5.2	If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.	19.11	Entire Agreement The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.
19.6	Waiver A waiver of any right or remedy under the Contract 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 preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.	19.12	Governing law The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with English law.
19.7	Freedom of Information You acknowledge that We are subject to the requirements of the Freedom of Information Act 2000	19.13	Jurisdiction The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract, its subject matter or formation (including non-contractual disputes or claims).