

**BRIDGWATER AND TAUNTON COLLEGE
PURCHASE OF GOODS TERMS AND CONDITIONS**

1.1 Definitions

The following definitions and rules of interpretation apply in these Conditions.

Award Letter: Bridgwater and Taunton Colleges order for the supply of Goods submitted by Bridgwater and Taunton College in accordance with clause 0;

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 18.4.

Contract: the contract between Bridgwater and Taunton College and the Supplier for the sale and purchase of the Goods in accordance with the Award Letter and these Conditions.

Delivery Date: the date specified in the Award Letter, or, if none is specified, within 30 days of the date of the Award Letter.

Delivery Location: the address for delivery of Goods as set out in the Award Letter.

EIRs: the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or 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: the goods (or any part of them) set out in the Award Letter.

Mandatory Policies: Bridgwater and Taunton College' business policies listed in the Schedule 1, as amended by notification to the Supplier from time to time.

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.

Bridgwater and Taunton College: Bridgwater and Taunton College Limited a cooperative and community benefit society (registered number 30230R) whose registered office is at Western Peninsula Western Road Bracknell RG12 1RF.

Bridgwater and Taunton College Materials: has the meaning set out in clause 0 (Bridgwater and Taunton College materials).

Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing by Bridgwater and Taunton College and the Supplier or as set out in the Award Letter.

Supplier: the person or firm from whom Bridgwater and Taunton College purchases the Goods and/or Services as set out in the Award Letter.

1.2 Interpretation

1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2 A reference to a party includes its successors and permitted assigns.

1.2.3 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.2.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.5 A reference to **writing** or **written** includes emails.

Basis of contract

1.1 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

1.2 Bridgwater and Taunton College may submit Award Letters to the Supplier for Goods at any time.

1.3 The Supplier shall use its best endeavours to supply Goods in accordance with the Award Letter, by the delivery date specified in the Award Letter, or, if none is specified, within 30 of Business Days of Bridgwater and Taunton College submitting the Award Letter.

1.4 Bridgwater and Taunton College may amend or cancel an Award Letter in whole or in part at any time before delivery by giving the Supplier written notice. Bridgwater and Taunton College shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

1.5 The Award Letter constitutes an offer by Bridgwater and Taunton College to purchase the Goods in accordance with these Conditions.

1.6 The Award Letter shall be deemed to be accepted on the earlier of:

1.6.1 the Supplier issuing a written acceptance of the Award Letter; and

1.6.2 the Supplier doing any act consistent with fulfilling the Award Letter.

- 1.7 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

The Goods

- 2.1 The Supplier shall ensure that the Goods shall:
 - 2.1.1 correspond with their description and any applicable Specification;
 - 2.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by Bridgwater and Taunton College expressly or by implication, and in this respect Bridgwater and Taunton College relies on the Supplier's skill and judgement;
 - 2.1.3 where they are manufactured products, be free from defects in design, material and workmanship and remain so for 12 months after delivery; and
 - 2.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and
- 2.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.
- 2.3 Bridgwater and Taunton College may inspect and test the Goods at any time before delivery. The 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 the Supplier's obligations under the Contract.
- 2.4 If following such inspection or testing Bridgwater and Taunton College considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 2.1, Bridgwater and Taunton College shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 2.5 Bridgwater and Taunton College may conduct further inspections and tests after the Supplier has carried out its remedial actions.

Delivery

- 3.1 The Supplier shall ensure that:
 - 3.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - 3.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Award Letter, the Award Letter number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

- 3.1.3 if the Supplier requires Bridgwater and Taunton College to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.
- 3.2 The Supplier shall deliver the Goods:
 - 3.2.1 on the Delivery Date;
 - 3.2.2 at the Delivery Location; and
 - 3.2.3 during Bridgwater and Taunton College' normal business hours, or as instructed by Bridgwater and Taunton College.
- 3.3 Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.
- 3.4 If the Supplier:
 - 3.4.1 delivers less than 95% of the quantity of Goods ordered, Bridgwater and Taunton College may reject the Goods; or
 - 3.4.2 delivers more than 105% of the quantity of Goods ordered, Bridgwater and Taunton College may at its discretion reject the Goods or the excess Goods and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and Bridgwater and Taunton College accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.
- 3.5 The Supplier shall not deliver the Goods in instalments without Bridgwater and Taunton College' prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment shall entitle Bridgwater and Taunton College to the remedies set out in clause 0.

Bridgwater and Taunton College remedies

- 4.1 If the Goods are not delivered on the Delivery Date, or do not comply with the undertakings set out in clause 2.1, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, Bridgwater and Taunton College may exercise any one or more of the following rights and remedies:
 - 4.1.1 to terminate the Contract;
 - 4.1.2 to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
 - 4.1.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
 - 4.1.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

- 4.1.5 to recover from the Supplier any costs incurred by Bridgwater and Taunton College in obtaining substitute goods from a third party; and
- 4.1.6 to claim damages for any other costs, loss or expenses incurred by Bridgwater and Taunton College which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.
- 4.2 If the Goods are not delivered on the Delivery Date Bridgwater and Taunton College may, at its option, claim or deduct by way of liquidated damages 20% of the price of the Goods for each week's delay in delivery until the earlier of delivery or termination or abandonment of the Contract by Bridgwater and Taunton College, up to a maximum of 100% of the total price of the Goods. If Bridgwater and Taunton College exercises its rights under this clause 4.2, it shall not be entitled to any of the remedies set out in clause 4.1 in respect of the Goods' late delivery (but such remedies shall be available in respect of the Goods' condition).
- 4.3 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
- 4.4 Bridgwater and Taunton College' rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

Title and risk

Title and risk in the Goods shall pass to Bridgwater and Taunton College on completion of delivery.

Price and payment

- 6.1 The price of the Goods shall be the price set out in the Award Letter, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date the Contract came into existence.
- 6.2 The price of the Goods:
 - 6.2.1 excludes amounts in respect of value added tax (**VAT**), which Bridgwater and Taunton College shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
 - 6.2.2 includes the costs of packaging, insurance and carriage of the Goods.
- 6.3 No extra charges shall be effective unless agreed in writing with Bridgwater and Taunton College.
- 6.4 The Supplier may invoice Bridgwater and Taunton College for price of the Goods plus VAT at the prevailing rate (if applicable) on or at any time after the completion of delivery. The Supplier shall ensure that the invoice includes the date of the Award Letter, the invoice number, the Supplier's VAT registration number and any supporting documents that Bridgwater and Taunton College may reasonably require.
- 6.5 Bridgwater and Taunton College shall pay correctly rendered invoices within 30 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier.

- 6.6 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when the base rate is below 0%. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved, on sums found or agreed to be due, from the due date until payment.
- 6.7 Bridgwater and Taunton College may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to Bridgwater and Taunton College against any liability of Bridgwater and Taunton College to the Supplier.
- 6.8 Bridgwater and Taunton College may at any time, without notice to the Supplier, set off any liability of the Supplier to Bridgwater and Taunton College against any liability of Bridgwater and Taunton College to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, Bridgwater and Taunton College may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by Bridgwater and Taunton College of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

Bridgwater and Taunton College materials

The Supplier acknowledges that all materials, equipment and tools, drawings, Specifications, and data supplied by Bridgwater and Taunton College to the Supplier ("**Bridgwater and Taunton College Materials**") and all rights in Bridgwater and Taunton College Materials are and shall remain the exclusive property of Bridgwater and Taunton College. The Supplier shall keep Bridgwater and Taunton College Materials in safe custody at its own risk, maintain them in good condition until returned to Bridgwater and Taunton College and not dispose or use the same other than in accordance with Bridgwater and Taunton College' written instructions or authorisation.

Indemnity

- 8.1 The Supplier shall keep Bridgwater and Taunton College indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Bridgwater and Taunton College as a result of or in connection with:
- 8.1.1 any claim made against Bridgwater and Taunton College for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the manufacture, supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- 8.1.2 any claim made against Bridgwater and Taunton College by a third party for death, personal injury or damage to property arising out of or in connection with defects in

Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and

8.1.3 any claim made against Bridgwater and Taunton College by a third party arising out of or in connection with the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

8.2 This clause 0 shall survive termination of the Contract.

Insurance

During the term of the Contract and for a period of 3 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on Bridgwater and Taunton College' request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

Confidentiality

10.1 Each party undertakes that it shall not at any time during the Contract and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 10.2.

10.2 Each party may disclose the other party's confidential information:

10.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 0; and

10.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

Freedom of information

11.1 The Supplier acknowledges that Bridgwater and Taunton College is subject to the requirements of the FOIA and the EIRs. The Supplier shall:

11.1.1 provide all necessary assistance and cooperation as reasonably requested by Bridgwater and Taunton College to enable Bridgwater and Taunton College to comply with its obligations under the FOIA and EIRs;

- 11.1.2 transfer to Bridgwater and Taunton College all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within 2 Business Days of receipt;
 - 11.1.3 provide Bridgwater and Taunton College with a copy of all information belonging to Bridgwater and Taunton College requested in the Request For Information which is in its possession or control in the form that Bridgwater and Taunton College requires within 5 Business Days (or such other period as Bridgwater and Taunton College may reasonably specify) of Bridgwater and Taunton College' request for such information; and
 - 11.1.4 not respond directly to a Request For Information unless authorised in writing to do so by Bridgwater and Taunton College.
- 11.2 The Supplier acknowledges that Bridgwater and Taunton College may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Supplier. Bridgwater and Taunton College shall take reasonable steps to notify the 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 this Contract) Bridgwater and Taunton College shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.
- 11.3 Notwithstanding any other term of this Contract, the Supplier consents to the publication of this 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.
- 11.4 Bridgwater and Taunton College shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decisions in its absolute discretion. The Supplier shall assist and co-operate with Bridgwater and Taunton College to enable Bridgwater and Taunton College to publish this Contract.

Anti-bribery and anti-corruption

- 12.1 The Supplier shall:
- 12.1.1 comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including the Bribery Act 2010 (“**Relevant Requirements**”);
 - 12.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - 12.1.3 have and shall maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clause 12.1.2 and will enforce them where appropriate;

- 12.1.4 notify Bridgwater and Taunton College (in writing) if it becomes aware of any breach of clause 12.1, or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage;
 - 12.1.5 immediately notify Bridgwater and Taunton College (in writing) if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier and the Supplier warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this Contract).
- 12.2 Breach of this clause shall be deemed a material breach.
- 12.3 For the purpose of this clause, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause a person associated with the Supplier includes any subcontractor of the Supplier.

Compliance with relevant laws and policies

- 13.1 In performing its obligations under the Contract, the Supplier shall:
- 13.1.1 comply with all applicable laws, statutes, regulations and codes from time to time in force; and
 - 13.1.2 comply with the Mandatory Policies.
- 13.2 Bridgwater and Taunton College may immediately terminate the Contract for any breach of clause 0.

Compliance with Anti-Slavery And Human Trafficking Laws

- 14.1 In performing its obligations under the agreement, the Supplier shall:
- 14.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including but not limited to the Modern Slavery Act 2015; and
 - 14.1.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
 - 14.1.3 include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this clause.
 - 14.1.4 notify Bridgwater and Taunton College as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Contract.
 - 14.1.5 maintain a complete set of records to trace the supply chain of all Goods provided to Bridgwater and Taunton College in connection with this Contract; and permit Bridgwater and Taunton College and its third party representatives to inspect the Supplier's

premises, records, and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause.

- 14.2 The Supplier represents and warrants that it has not been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 14.3 Bridgwater and Taunton College may terminate the agreement with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of this clause.

Anti-facilitation of tax evasion

15.1 The Supplier shall:

15.1.1 not engage in any activity, practice or conduct which would constitute either:

- (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;

15.1.2 have and shall maintain in place throughout the term of the Contract such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of the Supplier) and to ensure compliance with clause 15.1.1;

15.1.3 notify Bridgwater and Taunton College in writing if it becomes aware of any breach of clause 15.1.1 or has reason to believe that it or any person associated with it has received a request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of this agreement;

15.1.4 the Supplier shall provide such supporting evidence of compliance as Bridgwater and Taunton College may reasonably request.

15.2 Breach of this clause 15.1 shall be deemed a material breach.

15.3 For the purposes of clause 0, 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 the Supplier includes but is not limited to any subcontractor of the Supplier.

Termination

16.1 Bridgwater and Taunton College may terminate the Contract in whole or in part at any time before delivery with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. Bridgwater and Taunton College shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the

time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

16.2 Without limiting its other rights or remedies, Bridgwater and Taunton College may terminate the Contract with immediate effect by giving written notice to the Supplier if:

16.2.1 the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of that party being notified in writing to do so;

16.2.2 the 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), obtaining a moratorium, 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, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

16.2.3 the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with its creditors, having a receiver appointed to any of its assets, or ceasing to carry on business or if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

16.2.4 the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

16.2.5 the Supplier's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

16.3 On termination or expiry of the Contract, the Supplier shall immediately return all Bridgwater and Taunton College Materials. If the Supplier fails to do so, then Bridgwater and Taunton College may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

16.4 Termination or expiry of the Contract, however arising, shall not affect any of 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.

16.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

Force majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events,

circumstances or causes beyond its reasonable control. In such circumstances [the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed **OR** the affected party shall be entitled to a reasonable extension of the time for performing such obligations]. If the period of delay or non-performance continues for [NUMBER] [weeks **OR** months], the party not affected may terminate the Contract by giving [NUMBER] [days'] written notice to the affected party.

General

18.1 Assignment and other dealings

18.1.1 Bridgwater and Taunton College may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

18.1.2 The Supplier may not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Bridgwater and Taunton College.

18.2 **Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of Bridgwater and Taunton College. If Bridgwater and Taunton College consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

18.3 **Entire agreement.** 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.

18.4 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Bridgwater and Taunton College.

18.5 **Announcements.** No party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of the Contract, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

18.6 **Waiver.** 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.

18.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause

18.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

18.8 Notices

18.8.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the address specified in the Contract Details.

18.8.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt; and
- (b) if sent by pre-paid first-class post or other]next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
- (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 18.8.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

18.8.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18.9 Third party rights

18.9.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

18.9.2 Governing law. The Contract, 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.

18.9.3 Jurisdiction. 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 or its subject matter or formation.

Schedule 1
BRIDGWATER AND TAUNTON COLLEGE'S MANDATORY POLICIES

The Mandatory Policies are:

- Modern Slavery and Human Trafficking Policy.
- Corporate and Social Responsibility Policy.
- Anti-Bribery and Anti-Corruption Policy.
- Ethics Policy.
- Data and Privacy Policy.
- Security Policy.

Schedule 2
Template Award Letter

- Goods: [LIST OUT ALL THE GOODS TO BE PROVIDED].
- Delivery Date/Delivery Location: [SPECIFY DETAILS FOR DELIVERY OF GOODS]
- Charges: [SET OUT THE CHARGES AND PAYMENT FOR THE GOODS].

.....

Signed by [NAME OF SILVA REPRESENTATIVE] for and on behalf of BRIDGWATER AND TAUNTON COLLEGE.

.....

Signed by [NAME OF SUPPLIER REPRESENTATIVE] for and on behalf of the Supplier.]