

Terms and Conditions of Purchase

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1. Introduction

1.1 In these Conditions, the following definitions apply:

Contract: these Conditions and the Order.

Goods: the goods (or any part of them) set out in the Order.

Order: any order placed by Newman University in writing under which the Supplier agrees to supply Goods and/or Services to Newman.

Personnel: the employees, contractors, agents or otherwise of the Supplier that are engaged by the Supplier in the performance of the Contract.

Services: the services and/or works (or any part of them) set out in the Order.

Specification: any specification for the Goods and/or Services, including any related plans, drawings and instructions that are supplied to the Supplier by Newman University, or produced by the Supplier and agreed in writing by Newman University.

Supplier: the person or firm from whom Newman University purchases the Goods and/or Services, as specified in the Order.

1.2 The Order constitutes an offer by Newman University to purchase the Goods and/or Services in accordance with the Contract.

1.3 The Order shall be deemed to be accepted on the earlier of: (a) the Supplier issuing a written acceptance of the Order; or (b) the Supplier doing any act consistent with fulfilling the Order, at which point the Contract shall be formed.

1.4 The Supplier shall not act on any Order from Newman University (or any variation to an existing Order) placed verbally unless such Order or variation is confirmed in writing within three working days.

2. The Goods

2.1 The Supplier warrants that the Goods shall:

- a) correspond with the relevant description and the Specification and be free from defects in design, material and workmanship;
- b) be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by Newman University;
- c) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods and any policies or procedures notified by Newman University to the Supplier;
- d) not infringe the intellectual property rights of any other person.

2.2 Without prejudice to any other rights or remedies of Newman University if, within twelve (12) months of delivery of the Goods or, if longer, within any period specified in the Specification, it is discovered that the Goods do not comply with the requirements of the Contract then Newman University shall have the right at its

discretion to require the Supplier, free of charge and within a reasonable period (as agreed between the parties), to either remedy any defect in the Goods or to supply replacement Goods which comply with the requirements of the Contract.

3. Delivery of Goods

3.1 The Supplier shall ensure that:

- a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; and
- b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number, the type and quantity of the Goods, special storage instructions (if any) and, if Newman University has agreed to delivery of the Goods by instalments, the outstanding balance of Goods remaining to be delivered.

3.2 The Supplier shall deliver the Goods:

- a) on the date specified in the Order, or, if no such date is specified, within 14 days of the date of the Order;
- b) to the location set out in the Order, or as instructed by Newman University prior to delivery (Delivery Location); and
- c) during Newman University's normal business hours, or as instructed by Newman.
- d) Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.
- e) If delivery of the Goods is not made in accordance with clause 3.2(a), Newman University may, without prejudice to any other remedy, terminate the Contract and/or reject the Goods and the Supplier will promptly collect these Goods at its own risk and expense and repay Newman University any monies it has paid for the Goods. If the Supplier delivers more or less than the quantity of Goods ordered, and Newman University accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.
- f) Ownership of the Goods shall pass to Newman University on the earlier of either the delivery or payment, and risk in the Goods shall pass to Newman University on completion of delivery.

4. The Services

4.1 The Supplier warrants that the Services shall:

- a) be performed with all due skill, care and diligence in accordance with good industry practice and wholly in accordance with the Contract (including any Specification), and any proposal submitted to and approved in writing by Newman University;
- b) be provided on or before the dates specified in the Order, or at such time(s) as Newman University may specify to the Supplier and shall meet any performance dates for the Services specified in the Order or notified to the Supplier by Newman University;
- c) be performed by appropriately qualified, trained and competent Personnel and shall be properly supervised;
- d) not infringe the intellectual property rights of any third party; and
- e) comply, and the Supplier in performing its obligations under the Contract shall comply, fully with all relevant legislation for the time being in force and any codes of practice or policies issued by Newman University to the Supplier from time to time.

- f) The Supplier warrants that its Personnel will comply with all applicable staff, contractors' and other applicable regulations of Newman University whilst at Newman's premises.
- g) The Supplier warrants and agrees that it shall not at any time, during the term of the Contract, permanently assign any of the Personnel to provide the Services for the majority of their time during any period of employment or engagement.
- h) In the event of any breach of any of the warranties set out in clause 4.1, in addition to any other remedies available to Newman University under the Contract or otherwise, the Supplier agrees promptly to take whatever action is necessary to remedy such breach, at no additional cost or expense to Newman University, and without interruption to Newman's ongoing business, time being of the essence.
- i) Newman University may revise the scope of the Services in a manner which does not materially vary the nature of the Supplier's work or materially increase the burden on the Supplier.

5. Liability

- 5.1 The Supplier shall indemnify Newman University in full against all costs, expenses, damages and losses, including any interest, penalties, and legal and other professional fees and expenses awarded against or incurred by Newman University as a result of or in connection with:
- a) any breach of the Contract or any negligence or breach of statutory duty by the Supplier; and/or
 - b) any claim made against Newman University 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, or the provision of the Services, provided that this indemnity shall not apply to any indirect or consequential loss or damage (including loss of profits, anticipated savings, opportunity, reputation or goodwill), and the Supplier's liability under this indemnity to Newman University for each Order shall be a minimum of £1,000,000 of insurance maintained by the Supplier.

6. Price and Payment

- 6.1 Newman University shall pay the price set out in the Order for the Goods and/or Services and in respect of the Goods such price shall (unless otherwise specified in the Order) be inclusive of the costs of packaging, insurance and delivery. All amounts are exclusive of VAT which shall be paid by Newman University in addition on production of a valid VAT invoice.
- 6.2 The Supplier shall provide an invoice in the agreed format on completion of delivery of the Goods or on completion of the Services. Such invoice shall, as a minimum, include the relevant Newman University Order number. Each undisputed invoice shall be paid within thirty days of the end of the month in which Newman University receives such invoice. If Newman University disputes any invoice in good faith, it shall promptly notify the Supplier and the Supplier shall (i) issue a credit for the full amount of the original invoice, and (ii) issue a new invoice for any undisputed amount, and Newman University shall pay such invoice in accordance with this clause 6.2). If the dispute is resolved in the Supplier's favour, it may issue a further invoice for the remaining amount, which Newman University shall pay in accordance with this clause 6.2. If any undisputed amount is not paid when due, the Supplier may charge interest at a rate of 2% per annum above the base rate from time to time of the Bank of England until

paid.

- 6.3 Newman University may off-set any liability of Newman University against any liability of the Supplier to Newman University.
- 6.4 Newman University will not reimburse any expenses incurred by the Supplier other than as set out in the Order or otherwise agreed in writing in advance by Newman University.

7. Intellectual Property

- 7.1 7.1 The parties agree that any intellectual property rights existing at the date of the Contract (Background Intellectual Property) in the Goods and/or used in providing the Services shall at all times remain in the ownership of the relevant party. The Supplier grants to Newman University an irrevocable, royalty-free, non-exclusive worldwide and perpetual licence to use its Background Intellectual Property to such extent as is necessary to enable Newman University (and any company within its group) to have the full benefit of the Goods and/or Services for the purpose intended (including the right to sub-licence such Background Intellectual Property to any third party engaged by Newman University where required). The Supplier warrants that it has obtained all necessary permissions for any third-party intellectual property rights in the Goods and/or used in the provision of the Services. The Supplier acknowledges that any rights granted by Newman University to use or exploit any of Newman's intellectual property rights will terminate immediately upon the expiry or termination of the Contract for any reason. All goodwill in respect of Newman's intellectual property rights shall remain with Newman University at all times.
- 7.2 The Supplier assigns to Newman University all intellectual property rights in any materials, products or deliverables acquired or created by the Supplier or on the Supplier's behalf for Newman University, commissioned by Newman or which are made to Newman's specification and shall provide such assistance and execute any documents required to perfect Newman's title in all such materials, products and deliverables. The Supplier shall ensure all the Supplier's employees, contractors and agents are bound by the undertakings within this clause.

8. Insurance

- 8.1 During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company, adequate levels of insurance to cover such heads of liability as may arise under or in connection with the Contract, and shall, on Newman's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

9. Confidential Information

- 9.1 Any confidential information supplied by Newman University to the Supplier (including the details of the Order), shall be kept confidential and shall only be used for the performance of its obligations under the Contract. Upon request, and in any event upon expiry or termination of the Contract, the Supplier shall promptly destroy, and provide evidence of such destruction, (or at Newman's written request, promptly return to Newman University) any confidential information provided.

10. Termination

- 10.1 The Contract will terminate immediately without notice on the completion of the Order in accordance with the Contract.
- 10.2 Newman University may terminate the Contract in whole or in part at any time on giving the Supplier seven (7) days written notice.
- 10.3 Newman University may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- a) the Supplier is in material breach of any of its obligations under the Contract and fails to remedy the breach (if capable of remedy) within 14 days of the date of a written notice by the Supplier specifying the breach and requiring it to be remedied;
 - b) the Supplier ceases, or threatens to cease to trade, becomes insolvent, is unable to pay its debts as they fall due, has a receiver, administrative receiver, administrator or manager appointed over the whole or any part of its assets or business, makes any composition or arrangement with its creditors or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction) or, if an individual, the Supplier dies or is the subject of a bankruptcy petition.
 - c) Upon receipt of any termination notice from Newman University, the Supplier shall discontinue the provision of the Goods and/or Services on the date and to the extent specified in the notice and Newman University shall only be liable to pay any charges incurred by the Supplier in the performance of its obligations under the Contract up to the date on which termination takes effect. For the avoidance of doubt, Newman University shall not be liable to pay any charges to the Supplier where Newman University has terminated the Contract for the default or insolvency of the Supplier in accordance with clause 10.3.
 - d) Termination of the Contract, however arising, shall not affect any rights or remedies that have accrued as at the date of termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

11. General terms

- 11.1 The Supplier shall have no right to assign, sub-contract or transfer any of its rights or obligations under the Contract without the prior written consent of Newman University.
- 11.2 All notices served under the Contract shall be in writing and sent to the recipient party at its registered office address or where the recipient is not a company at the last known address. Notices sent to Newman University shall be marked for the attention of the Finance Director, with a copy to the Procurement Officer. Notices may be sent by first class, recorded delivery mail or delivered by hand. Notices sent by post shall be deemed to have been received two (2) working days after the date of posting. Notices delivered by hand shall be deemed to have been received upon delivery.
- 11.3 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 be deleted, and the remainder shall stand in full force and effect.

- 11.4 Any failure by Newman University to insist upon strict performance of the Contract shall not be deemed a waiver of Newman's rights nor of any subsequent default by the Supplier under the Contract.
- 11.5 A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999.
- 11.6 Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by Newman.
- 11.7 The Contract sets out the entire agreement between the parties and shall supersede any other arrangements, communications (verbal or written), or any other documents relating to its subject matter (including, but not limited to, purchase orders or other terms and conditions pertaining to the Goods and/or Services issued by, or referred to, by the Supplier).
- 11.8 The Contract shall be subject to English Law and the exclusive jurisdiction of the English courts.

12. Health and Safety

- 12.1 The supplier shall comply with the requirements of UK and international legislation and agreements relating to the supply, packaging, labelling and carriage of hazardous goods.
- 12.2 The supplier shall ensure that goods comply with current health and safety legislation and the legislation implementing any relevant EU Directive. The buyer may require the supplier to show the goods bear a CE mark and may ask for a copy of the EU Declaration of Conformity.

13. Equality and Diversity

- 13.1 The supplier agrees to comply with the buyer's policies and procedures to prevent unlawful discrimination on the grounds of sex, race, disability, sexual orientation, age, religion and belief.
- 13.2 In accordance with its responsibilities under the Race Relations Acts to eliminate unlawful racial discrimination, promote equal opportunities and promote good relations between people of different racial groups, the buyer requires its suppliers, contractors and subcontractors to comply with the terms of this section.
- 13.3 The supplier warrants that its own practices and procedures comply with legislation to prevent unlawful discrimination and that its employees are fully trained on matters relating to the prevention of unlawful discrimination.
- 13.4 The supplier will provide such information as required by the buyer in relation to its compliance with anti-discrimination legislation, and will co-operate with any investigation by the buyer or a body empowered to carry out such investigations, under the relevant legislation.
- 13.5 Where any investigation is conducted, or proceedings are brought, which arise directly or indirectly out of any act of omission of the supplier, its agents or sub-contractors, and where there is a finding against the supplier in any investigation or proceedings, the supplier shall indemnify the buyer with respect to all costs, charges and expenses (including legal and administrative expenses) incurred by the buyer during or in connection with any such investigation or proceedings and further indemnify the buyer

for any compensation, damages, costs or other award the buyer may be ordered or required to pay to a third party.

- 13.6 Without prejudice to the remedies set out above, the buyer may terminate the contract if notice has been given to the supplier of a substantial or persistent breach of this clause, provided that a reasonable period has been given during which the breach may have been rectified and the supplier has failed to remedy the breach within the stated period.

14. Environmental Requirements

- 14.1 The supplier agrees to comply with the buyer's policies and procedures on environmental sustainability.
- 14.2 The supplier warrants that its own practices and procedures comply with all relevant environmental legislation.
- 14.3 The supplier will provide such information as required by the buyer in relation to its compliance with environmental legislation and will co-operate with any investigation by the buyer or a body empowered to carry out such investigations under the relevant legislation.
- 14.4 Where any investigation is conducted, or proceedings are brought, which arise directly or indirectly out of any act or omission of the seller, its agents or sub-contractors, and where there is a finding against the contractor in any such investigation or proceedings, the supplier shall indemnify the buyer with respect to all costs, charges and expenses (including legal and administrative expenses) incurred by the buyer during or in connection with any such investigation or proceedings, and further indemnify the buyer for any compensation, damages, costs or other award the buyer may be ordered or required to pay to a third party.
- 14.5 Without prejudice to the remedies set out above, the buyer may terminate the contract if notice has been given to the supplier of a substantial or persistent breach of this clause providing that a reasonable period has been given during which the breach may have been rectified and the supplier has failed to remedy the breach within the stated period.
- 14.6 The supplier warrants that the goods supplied comply with all relevant environmental legislation.
- 14.7 The supplier warrants that the goods supplied:
- 14.7.1 do not cause significant damage to the environment;
 - 14.7.2 do not consume a disproportionate amount of energy;
 - 14.7.3 minimises waste, including no unnecessary packaging;
 - 14.7.4 avoid the use of materials derived from threatened species or environments;
 - 14.7.5 do not involve the unnecessary use or cruelty to, animals;
 - 14.7.6 are, where possible, durable, recyclable, repairable, refillable or reusable as appropriate;
 - 14.7.7 do not emit toxic or polluting substances during their production, use or disposal.

15. Force Majeure

Neither party shall be liable to the other for any default hereunder where such default is directly or indirectly caused by, or arises out of, any event beyond its reasonable control. It is hereby agreed between the parties that the mere shortage of labour, materials or utilities shall not constitute force majeure unless caused by circumstances which are themselves force majeure. Any claim that any default hereunder shall have been caused by force majeure shall be notified in writing immediately by the party making the claim to the other.

16. Prevention of Corruption and Bribery

In connection with this, or any other contract between us, the supplier shall not give, provide or offer to our staff and agents any loan, fee, reward, gift or any emolument or advantage whatsoever. In the event of any breach of this condition we shall, without prejudice to any other rights we may possess, be at liberty forthwith to terminate this and any other contract and to recover from the supplier any loss or damage resulting from such termination. You, the supplier, shall comply with all applicable laws, regulations, codes and sanctions relating to anti-corruption and anti-bribery including, but not limited to, the Bribery Act 2010.

Dated: 14th December, 2016