

**BRIDGWATER AND TAUNTON COLLEGE
PURCHASE OF SERVICES 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 Services submitted by Bridgwater and Taunton College in accordance with clause 2;

Authorised Representatives: the persons respectively designated as such by Bridgwater and Taunton College and the Supplier.

Best Industry Practice: the standards which fall within the upper quartile in the relevant industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the parties, the service levels, the term, the pricing structure and any other relevant factors.

Bridgwater and Taunton College: Bridgwater and Taunton College Limited a further education corporation whose principal address is Bath Road, Bridgwater, Somerset, TA6 4PZ.

Bridgwater and Taunton College Materials: has the meaning set out in clause 3.3.9.

Bridgwater and Taunton College Requirements: any specific rules or requirements for the Services supplied by Bridgwater and Taunton College to the Supplier from time to time including the requirements set out in these Conditions

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

Commencement Date: as set out in the Contract Details.

Conditions: these terms and conditions as amended from time to time in accordance with clause 24.10.

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

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of Control** shall be construed accordingly.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Deliverables: 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 drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

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.

Force Majeure: any circumstance not within a party's reasonable control including, without limitation:

- a) acts of God, flood, drought, earthquake or other natural disaster;
- b) epidemic or pandemic;
- c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- d) nuclear, chemical or biological contamination or sonic boom;
- e) any law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- f) collapse of buildings, fire, explosion or accident; and
- g) any labour or trade dispute, strikes, industrial action or lockouts (excluding any labour or trade dispute, strike, industrial action or lockout confined to the Supplier's workforce or the workforce of any subcontractor of the Supplier).

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

KPI: a key performance indicator for measurement of the Supplier's performance under this Contract as set out in the Award Letter.

Mandatory Policies: Bridgwater and Taunton College' business policies listed in the Schedule 1.

Regulated Activity: in relation to children shall have the same meaning as set out in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 and in relation to vulnerable adults shall have the same meaning as set out in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.

Relevant Transfer: a relevant transfer for the purposes of TUPE.

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.

Services: the services, including any Deliverables, to be provided by the Supplier under the

Contract as set out in the Service Specification.

Service Credit: a sum which Bridgwater and Taunton College is entitled to deduct or invoice for a Service Failure as set out in the Award Letter.

Service Failure: a shortfall or failure by the Supplier to provide the Services in accordance with any KPI.

Service Specification: the description or specification for Services agreed in writing by Bridgwater and Taunton College and the Supplier and set out in the Award.

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

TUPE: the Transfer of Undertakings (Protection of Employment) Regulations 2006 (*SI 2006/246*).

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((*EU*) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) as amended.

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 email.

2 Basis of contract

2.1 Bridgwater and Taunton College may submit an Award Letter for the Services at any time.

2.2 The Award Letter constitutes an offer by Bridgwater and Taunton College to purchase the Services from the Supplier in accordance with these Conditions.

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

2.3.1 the Supplier issuing written acceptance of the Award Letter; or

2.3.2 any act by the Supplier consistent with fulfilling the Award Letter.

- 2.4 These Conditions apply to the Contract and any Award Letter 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.

3 Supply of Services

- 3.1 The Supplier shall from the date set out in the Award Letter and for the duration of the Contract supply the Services to Bridgwater and Taunton College in accordance with the terms of the Contract.
- 3.2 The Supplier shall meet any performance dates for the Services or if applicable the KPI's as specified in the Award Letter or that Bridgwater and Taunton College notifies to the Supplier and time is of the essence in relation to any of those performance dates.
- 3.3 In providing the Services, the Supplier shall:
- 3.3.1 co-operate with Bridgwater and Taunton College in all matters relating to the Services, and comply with all instructions of Bridgwater and Taunton College;
 - 3.3.2 perform the Services with the best care, skill and diligence in accordance with Best Industry Practice;
 - 3.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
 - 3.3.4 ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that Bridgwater and Taunton College expressly or impliedly makes known to the Supplier;
 - 3.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - 3.3.6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Bridgwater and Taunton College, will be free from defects in workmanship, installation and design;
 - 3.3.7 obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
 - 3.3.8 observe all health and safety rules and regulations and any other security requirements that apply at any of Bridgwater and Taunton College' premises;
 - 3.3.9 hold all materials, equipment and tools, drawings, specifications and data supplied by Bridgwater and Taunton College to the Supplier ("**Bridgwater and Taunton College Materials**") in safe custody at its own risk, maintain Bridgwater and Taunton College Materials in good condition until returned to Bridgwater and Taunton College, and not dispose or use Bridgwater and Taunton College Materials other than in accordance with Bridgwater and Taunton College's written instructions or authorisation;
 - 3.3.10 not do or omit to do anything which may cause Bridgwater and Taunton College to lose any licence, authority, consent or permission upon which it relies for the purposes of

conducting its business, and the Supplier acknowledges that Bridgwater and Taunton College may rely or act on the Services;

- 3.3.11 comply with any additional obligations as set out in the Service Specification;
 - 3.3.12 comply with any Bridgwater and Taunton College Requirements provided from time to time;
 - 3.3.13 provide Bridgwater and Taunton College with such information as Bridgwater and Taunton College may reasonably require in relation to the Services on request; and
- 3.4 The Supplier shall during the term of the Contract identify new or potential improvements to the Services. As part of this obligation the Supplier shall identify and report to Bridgwater and Taunton College at the end of each year:
- 3.4.1 the emergence of new and evolving relevant technologies which could improve the Services;
 - 3.4.2 new or potential improvements to the Services including the quality, responsiveness, procedures, benchmarking methods, performance mechanisms and customer support services in relation to the Services;
 - 3.4.3 new or potential improvements to the interfaces or integration of the Services with other services provided by third parties or Bridgwater and Taunton College which might result in efficiency or productivity gains or in reduction of operational risk; and
 - 3.4.4 changes in ways of working that would enable the Services to be delivered at lower costs and/or bring greater benefits to Bridgwater and Taunton College.
- 3.5 The Supplier must:
- 3.5.1 deal with any complaints received in connection with the Services in a prompt, courteous and efficient manner;
 - 3.5.2 keep written records of all complaints received and of the action taken in relation to each of them;
 - 3.5.3 keep those records available for inspection by Bridgwater and Taunton College at any reasonable time; and
 - 3.5.4 promptly provide all information Bridgwater and Taunton College requires in order to deal with any complaints Bridgwater and Taunton College receives in connection with the Services or the Supplier.

4 Bridgwater and Taunton College remedies

- 4.1 If the Supplier fails to perform the Services by the applicable date, Bridgwater and Taunton College shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights and remedies:
- 4.1.1 if applicable, claim Service Credits;
 - 4.1.2 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 4.1.3 to recover from the Supplier any costs incurred by Bridgwater and Taunton College in obtaining substitute services from a third party;

- 4.1.4 to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided; and
 - 4.1.5 to claim damages for any additional costs, loss or expenses incurred by Bridgwater and Taunton College which are in any way attributable to the Supplier's failure to meet such dates.
- 4.2 If the Supplier has supplied Services that do not comply with the requirements of clause 3.3.4 then, without limiting or affecting other rights or remedies available to it, Bridgwater and Taunton College shall have one or more of the following rights and remedies:
 - 4.2.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 4.2.2 to return the Deliverables to the Supplier at the Supplier's own risk and expense;
 - 4.2.3 to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);
 - 4.2.4 to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - 4.2.5 to recover from the Supplier any expenditure incurred by Bridgwater and Taunton College in obtaining substitute services or deliverables from a third party; and
 - 4.2.6 to claim damages for any additional costs, loss or expenses incurred by Bridgwater and Taunton College arising from the Supplier's failure to comply with clause 3.3.4.
- 4.3 These Conditions shall extend to any substituted or remedial services supplied by the Supplier.
- 4.4 Bridgwater and Taunton College' rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

5 Bridgwater and Taunton College' obligations

- 5.1 Bridgwater and Taunton College shall:
 - 5.1.1 provide the Supplier with reasonable access at reasonable times to Bridgwater and Taunton College' premises for the purpose of providing the Services;
 - 5.1.2 provide such necessary information for the provision of the Services as the Supplier may reasonably request; and

6 Charges and payment

- 6.1 The charges for the Services shall be set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by Bridgwater and Taunton College, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 6.2 In consideration of the supply of the Services by the Supplier, Bridgwater and Taunton College shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 6.3 All amounts payable by Bridgwater and Taunton College under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (**VAT**). Where any taxable

supply for VAT purposes is made under the Contract by the Supplier to Bridgwater and Taunton College, Bridgwater and Taunton College shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

- 6.4 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.
- 6.5 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow Bridgwater and Taunton College to inspect such records at all reasonable times on request.
- 6.6 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. 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.

7 Intellectual property rights

- 7.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Bridgwater and Taunton College Materials) shall be owned by the Supplier.
- 7.2 The Supplier grants to Bridgwater and Taunton College, or shall procure the direct grant to Bridgwater and Taunton College of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding Bridgwater and Taunton College Materials) for the purpose of receiving and using the Services and the Deliverables.
- 7.3 Bridgwater and Taunton College grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by Bridgwater and Taunton College to the Supplier for the term of the Contract for the purpose of providing the Services to Bridgwater and Taunton College].
- 7.4 All Bridgwater and Taunton College Materials are the exclusive property of Bridgwater and Taunton College.

8 TUPE

- 8.1 The parties agree that the provisions of **Error! Reference source not found.** shall apply to any Relevant Transfer of staff under the Contract.

9 Indemnity

- 9.1 The Supplier shall indemnify Bridgwater and Taunton College 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 arising out of or in connection with:

9.1.1 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 receipt, use or supply of the Services (excluding Bridgwater and Taunton College Materials);

9.1.2 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 the Deliverables; and

9.1.3 any claim made against Bridgwater and Taunton College by a third party arising out of or in connection with the supply of the Services.

9.2 This clause 9 shall survive termination of the Contract.

10 Equality and Diversity

10.1 The Supplier shall (and shall procure that any employees or contractors of the Supplier shall):

10.1.1 perform its obligations under the Contract (including those in relation to the Services) in accordance with:

(a) all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);

(b) Bridgwater and Taunton College' equality and diversity policy as provided to the Supplier from time to time;

(c) any other requirements and instructions which Bridgwater and Taunton College reasonably imposes in connection with any equality obligations imposed on Bridgwater and Taunton College at any time under applicable equality law;

10.1.2 take all necessary steps, and inform Bridgwater and Taunton College of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation); and

10.1.3 at all times comply with the provisions of the Human Rights Act 1998 in the performance of the Contract. The Supplier shall also undertake, or refrain from undertaking, such acts as Bridgwater and Taunton College requests so as to enable Bridgwater and Taunton College to comply with its obligations under the Human Rights Act 1998.

11 Dispute resolution

11.1 If a dispute arises out of or in connection with this Contract, any Award Letter or the performance, validity or enforceability of it ("**Dispute**") then except as expressly provided in this Contract, the parties shall follow the procedure set out in this clause:

11.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Representatives shall attempt in good faith to resolve the Dispute;

- 11.1.2 if the Authorised Representatives are for any reason unable to resolve the Dispute within [30] days of service of the Dispute Notice, the Dispute shall be referred to Bridgwater and Taunton College' Vice Principal of Finance and Resources and the Supplier who shall attempt in good faith to resolve it; and
 - 11.1.3 if Bridgwater and Taunton College' Vice Principal of Finance and Resources and the Supplier are for any reason unable to resolve the Dispute within [30] days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing ("**ADR notice**") to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than [60] days after the date of the ADR notice.
- 11.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 24.12 which clause shall apply at all times.
- 12 Freedom of information**
- 12.1 The Supplier acknowledges that Bridgwater and Taunton College is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
- 12.1.1 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;
 - 12.1.2 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;
 - 12.1.3 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
 - 12.1.4 not respond directly to a Request For Information unless authorised in writing to do so by Bridgwater and Taunton College.
- 12.2 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.
- 12.3 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.

- 12.4 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.

13 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.

14 Safeguarding children and vulnerable adults

- 14.1 The Supplier warrants that neither the Supplier nor any of its officers or employees:
- 14.1.1 have been convicted of any offence involving slavery or human trafficking; and
 - 14.1.2 have, to the best of the Supplier's knowledge, been the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of, or in connection with, slavery or human trafficking.
- 14.2 The Supplier shall:
- 14.2.1 ensure that all individuals engaged in Regulated Activity are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service (DBS); and
 - 14.2.2 monitor the level and validity of the checks under this clause for each member of staff;
 - 14.2.3 not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to service users.
- 14.3 The Supplier warrants that at all times for the purposes of this Contract it has no reason to believe that any person who is or will be employed or engaged by the Supplier in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 14.4 The Supplier shall immediately notify Bridgwater and Taunton College of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause have been met.
- 14.5 The Supplier shall refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to the service users].

15 Anti-bribery and anti-corruption

15.1 The Supplier shall:

- 15.1.1 comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including the Bribery Act 2010 ("Relevant Requirements");
- 15.1.2 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;
- 15.1.3 have and shall maintain in place throughout the term of this Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clause 15.1.2 and will enforce them where appropriate;
- 15.1.4 notify Bridgwater and Taunton College (in writing) if it becomes aware of any breach of clause 15.1, 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;
- 15.1.5 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).

15.2 The Supplier shall ensure that any person associated with the Supplier who is performing services in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause ("**Anti-Bribery Relevant Terms**"). The Supplier shall be responsible for the observance and performance by such persons of the Anti-Bribery Relevant Terms and shall be directly liable to Bridgwater and Taunton College for any breach by such persons of any of the Anti-Bribery Relevant Terms.

15.3 Bridgwater and Taunton College may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of this clause.

15.4 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.

16 Anti-facilitation of tax evasion

16.1 The Supplier shall:

- 16.1.1 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;

- 16.1.2 have and shall maintain in place throughout the term of this agreement 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 16.1.1;
- 16.1.3 notify Bridgwater and Taunton College in writing if it becomes aware of any breach of clause 16.1.1 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;
- 16.1.4 the Supplier shall provide such supporting evidence of compliance as Bridgwater and Taunton College may reasonably request.
- 16.2 The Supplier shall ensure that any person associated with the Supplier who is performing Services does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 16.1 ("**Relevant Terms**"). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to the Customer for any breach by such persons of any of the Relevant Terms.
- 16.3 Breach of this clause 16.1 shall be deemed a material breach.
- 16.4 For the purposes of clause 16, 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.
- 17 Confidentiality**
- 17.1 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, Bridgwater and Taunton College, clients or suppliers of the other party, except as permitted by clause 17.2.
- 17.2 Each party may disclose the other party's confidential information:
- 17.2.1 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 16; and
- 17.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 17.3 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.

18 Compliance with Anti-Slavery and Human Trafficking Laws

- 18.1 In performing its obligations under the Contract, the Supplier shall:

- 18.1.1 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
 - 18.1.2 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;
 - 18.1.3 include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this clause.
 - 18.1.4 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 this Contract.
 - 18.1.5 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.
- 18.2 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.
- 18.3 Bridgwater and Taunton College may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of this clause.

19 Compliance with relevant laws and policies

- 19.1 In performing its obligations under the Contract, the Supplier shall:
- 19.1.1 comply with all applicable laws, statutes, regulations from time to time in force; and
 - 19.1.2 comply with the Mandatory Policies.

20 Data protection

- 20.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 20 in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 20, **Applicable Laws** means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.
- 20.2 The parties acknowledge that for the purposes of the Data Protection Legislation, Bridgwater and Taunton College is the controller and the Supplier is the processor.
- 20.3 Without prejudice to the generality of clause 20.1, Bridgwater and Taunton College will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of the Contract.
- 20.4 Without prejudice to the generality of clause 20.1, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under the Contract:

- 20.4.1 process that personal data only on the documented written instructions of Bridgwater and Taunton College unless the Supplier is required by Applicable Laws to otherwise process that personal data. Where the Supplier is relying on Applicable Laws as the basis for processing personal data, the Supplier shall promptly notify Bridgwater and Taunton College of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying Bridgwater and Taunton College;
- 20.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by Bridgwater and Taunton College, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 20.4.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- 20.4.4 not transfer any personal data outside of the European Economic Area unless the prior written consent of Bridgwater and Taunton College has been obtained and the following conditions are fulfilled:
- (a) Bridgwater and Taunton College or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (b) the data subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
 - (c) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - (d) the Supplier complies with reasonable instructions notified to it in advance by Bridgwater and Taunton College with respect to the processing of the personal data;
- 20.4.5 assist Bridgwater and Taunton College, at Bridgwater and Taunton College' cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 20.4.6 notify Bridgwater and Taunton College without undue delay on becoming aware of a personal data breach;
- 20.4.7 at the written direction of Bridgwater and Taunton College, delete or return personal data and copies thereof to Bridgwater and Taunton College on termination of the Contract unless required by Applicable Law to store the personal data; and

20.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 20 and allow for audits by Bridgwater and Taunton College or Bridgwater and Taunton College' designated auditor and immediately inform Bridgwater and Taunton College if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

20.5 Bridgwater and Taunton College does not consent to the Supplier appointing any third party processor of personal data under the Contract.

20.6 Either party may, at any time on not less than 30 days' notice, revise this clause 20 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to the Contract).

21 Termination

21.1 Without affecting any other right or remedy available to it, Bridgwater and Taunton College may terminate the Contract:

21.1.1 with immediate effect by giving written notice to the Supplier if:

- (a) there is a change of Control of the Supplier; or
- (b) the Supplier commits a breach of clause 19 (Compliance with relevant laws and policies).

21.1.2 for convenience by giving the Supplier 2 weeks written notice.

21.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

21.2.1 the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 days after being notified in writing to do so;

21.2.2 the other party 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;

21.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

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

22 Consequences of termination

22.1 On termination of the Contract, the Supplier shall immediately deliver to Bridgwater and Taunton College all Deliverables whether or not then complete and 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.

22.2 Termination or expiry of the Contract shall not affect 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.

22.3 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.

23 Force majeure

23.1 Provided it has complied with the remaining provisions of this clause 23, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event ("Affected Party"), the Affected Party shall not be in breach of this Contract or otherwise liable for any such failure or delay in the performance of such obligations.

23.2 The corresponding obligations of the other party will be suspended to the same extent as those of the Affected Party.

23.3 The Affected Party shall:

23.3.1 as soon as reasonably practicable after the start of the Force Majeure Event but not later than 90 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and

23.3.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event.

23.4 An Affected Party cannot claim relief if the Force Majeure Event is attributable to the Affected Party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event. The Supplier cannot claim relief if the Force Majeure Event is one which, in accordance with Best Industry Practice, the Supplier should have foreseen and provided for the cause in question.

23.5 The Affected Party shall notify the other party in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this Contract. Following such notification, this Contract shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.

23.6 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than four weeks, the party not affected by the Force Majeure Event may terminate this Contract by giving two weeks' notice to the Affected Party.

24 General

24.1 Assignment and other dealings

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

- 24.1.2 The Supplier shall not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Bridgwater and Taunton College.
- 24.2 **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.
- 24.3 **Announcements.** No party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this 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.
- 24.4 **Notices**
- 24.4.1 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.
- 24.4.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; 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 24.4.2(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.
- 24.4.3 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.
- 24.5 **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 this Contract. If any provision of the Contract is deemed deleted under this clause 24.5 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.
- 24.6 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy

provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

- 24.7 **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, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 24.8 **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.
- 24.9 **Third party rights.** 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.
- 24.10 **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 the parties or their authorised representatives.
- 24.11 **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.
- 24.12 **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.
- 24.13 **Novation.** The College may novate or assign the contract, for reasons of restructure or reorganisation, to another entity within the same group structure. This may include novation to a new entity formed as a result of restructure, merger or other company reorganisation.
- 24.14 Following Novation, the contract shall continue on the same contract terms for the original duration specified within the contract.

Schedule 1
Mandatory Policies

The Mandatory Policies are:

- Modern Slavery Policy & Statement
- Corporate and Social Responsibility Policy
- Anti-Bribery and Anti-Corruption Policy
- Ethics Policy
- Data and Privacy Policy
- Security Policy