

University of Liverpool

Terms and Conditions of Contract

General Conditions of Contract for Purchasing Services

Table of Contents

1.	Definitions and Interpretations
2.	Designated Representatives
3.	Assignment and Sub-Contracting
4.	Relationship of Parties
5.	University Supplied Data
6.	Quality of the Services
7.	Warranties as to the Services
8.	Rate of Progress/Completion
9.	Contractor's Personnel
10.	Variations
11.	Termination
12.	Payment
13.	Indemnity
14.	Insurance
15.	Intellectual Property
16.	Return of University Property
17.	Liens
18.	Publicity and Use of Name
19.	Confidentiality
20.	Audit Access
21.	Laws, Regulations And Bye-Laws
22.	Commission
23.	Waiver
24.	Force Majeure
25.	Health & Safety And Environmental Protection
26.	Governing Law
27.	Discrimination
28.	Notices
29.	Entirety
30.	Corruption

1. Definitions and Interpretations

1.1 For the purposes of the Contract except where expressly stated to the contrary, the following words shall have the following meanings:-

Authorised Officer	a person appointed in accordance with Clause 2.1;
University	The Chancellor, Masters and Scholars of the University of Liverpool and includes its successors and assignees;
Contractor	the person, firm or company awarded the Contract by the University and includes the Contractor's legal personal representatives, successors and permitted assignees;
Contract	the contract comprising (in order of precedence) the documents identified in the University's Purchase Order, Form of Agreement or other written notification to the Contractor;
Contract Price	the sum to be paid by the University to the Contractor calculated in accordance with the prices and/or rates detailed in the Contract;
Data	all designs, models, drawings, prints, samples, transparencies, specifications, reports, manuscripts, working notes, documentation, manuals, photographs, negatives, tapes, discs, software and any other similar items;
IP Rights	patents, trade marks, service marks, registered designs, copyrights, database rights, design rights, confidential information and any other right recognised in any jurisdiction;
Services	the activities to be performed by the Contractor in accordance with the Contract and any modification

thereof as may from time to time be approved in writing to the Contractor by the University including the provision by the Contractor of all necessary resources including personnel; and

Site the place where the Services or any part thereof are to be performed.

- 1.2 In these Conditions (except where the context otherwise requires):
 - 1.2.1 any reference to a clause or schedule is to the relevant clause of these Conditions and any reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the clause in which it appears;
 - 1.2.2 the clause headings are included for convenience only and shall not affect the interpretation of the Contract;
 - 1.2.3 any reference to "person" or "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality);
 - 1.2.4 the singular includes the plural and vice versa; and
 - 1.2.5 words preceding "include", "includes", "including" and "included" shall be construed without limitation by the words which follow those words.
- 2. Designated Representatives**
 - 2.1 The University may by notice to the Contractor appoint an Authorised Officer who shall have the authority to act on behalf of the University on such matters in connection with the Contract as shall be specified in such notice. The University may by further notice to the Contractor revoke or amend the authority of the Authorised Officer or appoint a new Authorised Officer.
 - 2.2 Subject to any limitations specified by the University in the notice referred to in Clause 2.1 the Authorised Officer may from time to time by notice to the Contractor delegate all or any part of his or her authority to (or amend or revoke the delegated authority of) an assistant or assistants who shall be known as "University Assistant Authorised Officer".
 - 2.3 The Contractor shall by notice to the University appoint a Contractor Representative who shall have authority to act on behalf of the Contractor in connection with the Contract.
- 3. Assignment and Sub-Contracting**
 - 3.1 The Contractor shall not assign the Contract in whole or in part or any benefit or interest therein without the prior written consent of the University.
 - 3.2 The University may assign or otherwise transfer the Contract in whole or in part or any benefit or interest therein by notice to the Contractor.
 - 3.3 The Contractor shall not sub-contract the whole or any part of the Services without the prior written consent of the University. If such consent is given it shall not relieve the Contractor from any liability or obligation under the Contract and the Contractor shall be responsible for the acts, omissions, defaults or negligence of its sub-contractors, its agents or servants as fully as if they were the acts, omissions, defaults or negligence of the Contractor.
 - 3.4 If consent is granted by the University under Clause 3.3 the Contractor shall ensure that all rights, duties and obligations the Contractor has under the Contract shall be included in any Contract that the Contractor enters into with any sub-contractor.
- 4. Relationship of Parties**
 - 4.1 The Contractor's status shall be that of an independent contractor and the relationship of the parties shall not be that of principal and agent or employer and employee.
- 5. University Supplied Data**
 - 5.1 The Contractor shall promptly notify the University if it considers that Data supplied by the University is insufficient or if there are any important inconsistencies in any Data supplied by the University.
- 6. Quality of the Services**
 - 6.1 The Services shall be carried out to the satisfaction of the University. The Contractor shall use due skill, care and diligence to the standard ordinarily exercised by experienced and competent contractors carrying out services of a similar nature to the Services.
 - 6.2 Notwithstanding that the Services or any part thereof have been the subject of any University instruction, review, approval, acknowledgement or inspection, the Contractor shall not be relieved from any liability or obligation under the Contract. The Contractor shall notify the Authorised Officer (and seek his or her advice or further instruction) if it believes any such matter will detract from full and proper performance of the Services.
 - 6.3 If the University notifies the Contractor of any deficiency in the Services, which in the reasonable opinion of the University is attributable to the Contractor, the Contractor shall, without prejudice to the University's other rights, promptly remedy the deficiency in the Services as required by the University. All costs of such remedy shall be borne by the Contractor. If the Contractor fails to remedy the deficiency promptly in accordance with the University's notice, the University may remedy or cause to be remedied any deficiency at the Contractor's cost.
- 7. Warranties as to the Services**
 - 7.1 The Contractor warrants that the Services shall conform in every respect with:
 - 7.1.1 the relevant specification;
 - 7.1.2 the University's instructions for the provision of the Services;
 - 7.1.3 the provisions of the Contract (including without limitation any standards of performance specified in the Contract);
 - 7.1.4 the requirements of any relevant UK or EC statute, order, regulation, directives, standard, code of practice or by-law or international agreement from time to time in force which is relevant to the Services;
 - 7.1.5 any recommendation or representation made by the Contractor and accepted by the Authorised Officer; and
 - 7.1.6 professional standards which might reasonably be expected of the Contractor.

8. Rate of Progress/Completion

- 8.1 The Contractor shall carry out and complete the Services within the period (if any) specified in the Contract and, where applicable, in accordance with any programme which has been agreed by the University. Time shall be of the essence. The Authorised Officer must be notified and his or her consent obtained to any extension of time.
- 8.2 The Contractor shall at its expense provide any programmes of work, manufacture and/or delivery that the University may reasonably require. The Contractor shall notify the University without delay in writing if progress falls behind or may fall behind any of these programmes.
- 8.3 The Contractor shall, if required by the University, take such steps as may be necessary and as the University may approve to remedy or mitigate any delay, including revision of the programme. The Contractor shall not be entitled to any additional payment for taking such steps except where:-
 - 8.3.1 the delay has been caused by the University, its agents, servants or its other contractors; or
 - 8.3.2 the Contractor is otherwise relieved of responsibility for such delay under the Contract.
- 8.4 The University shall have the right to check progress of the Contractor's works or the works of sub-contractors at all reasonable times and to inspect and to reject Services that do not comply with the Contract. The Contractor's sub-contracts shall reserve such right for the University.
- 8.5 Any inspection or approval shall not relieve the Contractor from its obligations under the Contract.

9. Contractor's Personnel

- 9.1 The Contractor shall provide all personnel necessary to carry out the Services and provide a list of their names upon request. On completion of the part or parts of the Services assigned to each member of the Contractor's personnel, the Contractor shall immediately remove such person from the Services unless otherwise requested by the University.
- 9.2 The Contractor shall assign to the Services for the duration of the Contract only such personnel as are competent, appropriately qualified, skilled and experienced in their several professions, trade and calling.
- 9.3 The Contractor shall use its best endeavours to ensure that the personnel it has assigned to the Services continue in the functions and responsibilities to which they are initially assigned for as long as is necessary to achieve completion of the Services. The Contractor shall not change key staff without the consent of the University, such consent not to be refused unreasonably.
- 9.4 If the University shall at any time be dissatisfied on reasonable grounds with the performance or suitability of any person engaged in the carrying out of the Services, the Contractor shall, if the University so requires, cease to engage such person in the carrying out of the Services and promptly provide a suitable substitute at no additional cost to the University.
- 9.5 The Contractor shall maintain up-to-date personnel records and on request provide such information to the University as the University may reasonably request. The Contractor shall ensure that it has at all times the right to provide such information in accordance with data protection legislation.
- 9.6 The Contractor shall promptly provide details of the Contractor's method of service delivery and staff (including terms and conditions of service) as the University may reasonably require as being necessary to disclose to bidders to enable them to prepare and make an informed bid upon any retendering of the Contract.

10. Variations

- 10.1 The University may from time to time vary the Services. Such variations may include additions, omissions, substitutions, alterations, changes in quality, form, character, kind and changes in any specified sequence, method or timing of the Services.
- 10.2 If the Contractor considers that any directions of the University vary the Services and/or will then or later justify a change to the Contract Price, the Contractor shall promptly notify the University giving details thereof.
- 10.3 Any adjustment to the Contract Price shall be determined in accordance with the rates/prices specified in the Contract (if applicable). If the Contract does not contain such rates/prices then reasonable rates/prices shall be agreed by the parties and the Contractor shall provide whatever supporting evidence the University may reasonably require to enable such reasonable rates/prices to be determined.
- 10.4 If:-
 - 10.4.1 following receipt of a notice under Clause 10.2 the University does not agree that its directions vary the Services or justify a change to the Contract Price or
 - 10.4.2 reasonable rates/prices are not agreed between the University and the Contractor under Clause 10.3the University shall notify the Contractor in writing of its reasons. Notwithstanding such disagreement the Contractor shall, unless otherwise notified by the University, carry out such variations without prejudice to any of the University's other rights under the Contract or at law.
- 10.5 The Contractor shall when carrying out such variations be bound by the Contract.

11. Termination

- 11.1 Without prejudice to any of the University's other rights under the Contract or at law, the University may by notice in writing terminate the Contract in whole or in part (and enter upon and expel the Contractor from any premises or site to which it has been given access) if any of the events specified in paragraphs 11.1.1 to 11.1.5. No period of notice shall be required but the notice shall state the date on which it is to take effect. The events are:
 - 11.1.1 The Contractor has failed to deliver the Services within the time specified in the Contract.
 - 11.1.2 The Contractor has breached the Contract in a way which the University reasonably regards as irremediable, which may include, without limitation, repeated and/or persistent remediable breaches of the Contract.
 - 11.1.3 The University has given the Contractor at least one month's notice to remedy a breach of Contract which can be remedied and the Contractor has failed to do so.
 - 11.1.4 The Contractor has without reasonable cause failed to proceed diligently with or wholly suspended performance of any Services.
 - 11.1.5 The Contractor shall have a receiver appointed over all or substantial part of its assets or (if an individual) be declared bankrupt or (if a company) shall go into liquidation or have an administrator appointed to manage its affairs.
- 11.2 In the event of termination of the Contract under clause 11.1:

- 11.2.1 The Contractor shall promptly repay any monies paid under the Contract without any retention or offset whatsoever, less such sums if any which the University determines (and notifies the Contractor) represents fair remuneration for services which have been properly performed.
- 11.2.2 The University shall have the right to engage another contractor to repair, replace or redo the Services and the Contractor shall be liable to pay the University as a debt any extra cost that the University incurs in so doing in excess of the price due under the Contract.
- 11.3 The Contractor may terminate the Contract if any of the following events occur by giving the University at least 30 days prior written notice:
 - 11.3.1 The University has breached the Contract in a way which the Contractor reasonably regard as irremediable, which may include, without limitation, repeated and/or persistent remediable breaches of the Contract.
 - 11.3.2 The Contractor has given the University at least one month's notice to remedy a breach of Contract which can be remedied and the University has failed to do so.
 - 11.3.3 The University shall have a receiver appointed over all or substantial part of our assets or (if an individual) be declared bankrupt or (if a company) shall go into liquidation or have an administrator appointed to manage our affairs.
- 11.4 Termination shall not affect the accrued rights of either party. Conditions 11.4,13, 14.4.2, 15, 19 and 26 shall survive termination or expiry of the Contract.

12. Payment

- 12.1 The Contractor shall submit to the University at the University address stated in the Contract a detailed priced invoice in accordance with the Contract. The invoice shall show or have attached all information necessary to support the invoiced amount therein including all relevant time sheets or schedules.
- 12.2 Unless stated otherwise in the Contract, the University shall pay the Contractor by 30th of the month following that in which a correctly rendered invoice is received. The University shall not be responsible for delays in payment caused by the Contractor's failure to comply with the University's invoicing instructions. Payment shall not operate as a waiver of any of the University's rights under the Contract.
- 12.3 All sums payable under the Contract shall be exclusive of Value Added Tax which may be added to the invoice where appropriate. The University shall pay to the Contractor all Value Added Tax properly chargeable in respect of the Services, provided that the Contractor gives the University a valid tax invoice in accordance with relevant legislation. The Contractor shall pay all other taxes arising under the Contract.
- 12.4 The University shall unless otherwise specified in the Contract make payment in pounds sterling.
- 12.5 The University may set-off part or all of payments due to the Contractor under the Contract against amounts due from the Contractor to the University under the Contract or any other contract.

13. Indemnity

- 13.1 The Contractor shall be liable for and shall indemnify and defend the University from all losses, costs, damages and expenses (including third party claims) :
 - 13.1.1 in respect of injury or sickness, disease or death of any person, loss of or damage to any property and breach of data protection or discrimination legislation which arise out of or in connection with the Contract except that the University shall be liable for and shall indemnify and defend the Contractor from all losses, costs, damages and expenses, arising out of any claim to the extent that the said losses, costs, damages or expenses are caused or contributed to by the negligence of the University;
 - 13.1.2 in respect of any infringement or alleged infringement of any IP Rights arising by reason of the performance of the Services or the possession or use of any Data supplied by the Contractor or which arises out of or in connection with the Contractor's obligations under the Contract, except that this indemnity shall not apply in respect of any infringement or alleged infringement to the extent that it arises as a result of the correct use by the Contractor of any Data supplied by the University; and
 - 13.1.3 in respect of claims by any employee who carried out any of the Services, any other employee of the Contractor or any trades union, staff association or other worker representative of such employees (including claims for redundancy payments or failure to consult) where the material facts which resulted in the claim occurred prior to expiry or termination of the Contract or the transfer of employees to a contractor providing services to the University in succession to the Contractor (whichever shall be the later); and
 - 13.1.4 in respect of claims by any contractor providing services the same or similar to the Services in succession to the Contractor, in relation to Contractor employees transferring to the incoming contractor's employment (including in relation to the provision of information or the failure to provide information under clause 9.6).

14. Insurance

- 14.1 The Contractor shall effect and maintain and shall require its sub-contractors to effect and maintain throughout the continuance of the Contract insurance policies with reputable insurers under policies satisfactory to the University which shall include, but not be limited to, the types and amounts set out in Clause 14.4. Such policies shall contain a waiver of subrogation rights in favour of the University. The Contractor shall bear any and all excesses, deductibles or franchises incorporated therein.
- 14.2 The Contractor may be requested to provide the University with Certificates of Insurance and proof of premium payment. This shall be provided within fifteen (15) days of such request. Failure to provide such information may be taken by the University to indicate that the Contractor has failed to meet its obligations to provide the insurance cover required under the Contract. The Contractor shall also provide the University with updated Certificates on the renewal of any policies required hereunder.
- 14.3 The Contractor shall give immediate written notice to the University and all insured parties in the event of cancellation or material change which may affect the University's or any injured party's interest.
- 14.4 Unless the University has requested higher levels of cover the insurance policies referred to in Clause 14.1 are as follows:
 - 14.4.1 Public liability insurance of at least £1 million (except for catering contracts which shall be £5 million).

- 14.4.2 Where the Services includes the supply of professional or intellectually based services professional indemnity insurance during the Contract period and for 6 years afterwards of at least £500,000.
- 14.4.3 Insurance in accordance with workman's compensation and occupational disease laws and employer's liability insurance for an amount of not less than five million pounds (£5,000,000) per occurrence or series of occurrences arising from the one event, which shall comply with all applicable laws. Such insurance shall cover all employees of the Contractor engaged in the performance of the Contractor's obligations under the Contract.
- These policies may be limited in respect of any one claim and in aggregate provided that any such limit (and any limit of liability under the Contract) shall be no less than that specified in this clause. All policies shall contain an indemnity to principals clause.

15. Intellectual Property

- 15.1 All IP Rights in all Data prepared or supplied by the University to the Contractor shall remain the property of the University.
- 15.2 All IP Rights in all Data prepared or developed by the Contractor under or in connection with the Contract shall vest in the University.
- 15.3 All IP Rights in all Data not prepared or developed by the Contractor under or in connection with the Contract but which are: -
- 15.3.1 already vested in the Contractor and
 - 15.3.2 used by the Contractor in connection with the Contract
- shall remain vested in the Contractor but the Contractor hereby grants a non-exclusive, irrevocable, royalty-free license to both the University and to any third party whom the University has authorised or may in the future authorised to use, copy or modify such Data provided it is to enable the University or such third party to utilise the Data prepared or developed under or in connection with the Contract.
- 15.4 The Contractor shall disclose to the University all inventions which the Contractor or the Contractor's personnel may make in the performance of the Services and which are wholly or substantially based on concepts or Data developed or supplied by the University. All IP Rights to such inventions shall vest in the University.
- 15.5 The Contractor shall execute all documents and perform such acts as may be reasonably necessary to enable the University to obtain and/or maintain all IP Rights and perfect its title to any inventions referred to in Clause 15.4 and all Data referred to in Clause 15.2.
- 15.6 The Contractor shall ensure that all IP Rights in all Data prepared or developed by any third party under or in connection with the Contract, including permitted sub-contractors under Clause 3.3, shall become vested in the University.
- 15.7 In respect of any IP Rights vested in any third party supplied but not prepared or developed under or in connection with the Contract, the Contractor shall obtain from such third party (at no cost and expense to the University) such permission, waiver or licence as may be necessary to enable the Services to be performed and completed and/or the Data used, copied or modified by either the University or by any third party whom the University has authorised.
- 15.8 The Contractor waives, and shall procure from any third party the waiver of, the exercise against the University of all moral rights in Data that are or become vested in the Contractor and/or any third party.

16. Return of University Property

- 16.1 Upon completion or termination of the Services or earlier upon receipt by the Contractor of the University's notice requiring the Contractor so to do the Contractor shall send all property of the University to the University and in the case of Data referred to in Clause 15:
- 16.1.1 which is in physical form shall, at the University's option, either send such Data and all copies to the University or certify to the University that they have been destroyed;
 - 16.1.2 which is not in physical form or where it is not practical to send the Data form to the University, shall unless otherwise notified by the University certify to the University that such Data has been destroyed or erased.

17. Liens

- 17.1 The Contractor shall protect and hold all property of the University free from liens, charges and other encumbrances.

18. Publicity and Use of Name

- 18.1 The Contractor shall obtain written approval from the University prior to taking photographs or making publicity releases or announcements including advertisements regarding either the Contract or the activities of the Contractor related to its participation in the Contract.
- 18.2 The Contractor shall not use the name, any adaptation of the name, any logo, trademark or other device of the "University of Liverpool" (including without limitation in any advertising, promotional or sales materials) without prior written consent obtained from the Authorised Officer in each case.

19. Confidentiality

- 19.1 The Contractor shall keep confidential all University Data and information connected with the business of the University or which comes to the Contractor's knowledge under or as a result of the Contract and shall not disclose it to any third party or use it other than for performance of the Services except: -
- 19.1.1 with the prior written agreement of the University; or
 - 19.1.2 by requirement of law.
- 19.2 The provisions of Clause 19.1 shall not apply to such information if it is: -
- 19.2.1 in the public domain otherwise than by failure of the Contractor to comply with Clause 19.1, or
 - 19.2.2 in the possession of the Contractor before these confidentiality obligations came into effect, or
 - 19.2.3 obtained from a third party who is free to disclose the same.
- 19.3 If the Contractor enters or has entered into a separate confidentiality agreement with the University, the terms of such confidentiality agreement shall take precedence over this Clause 19 except that any duty on the University to keep information confidential shall not apply to information which must be disclosed:
- (a) by statute, including under the Freedom of Information Act 2000; or
 - (b) by order of a court of competent jurisdiction.
- 19.4 These obligations shall survive expiry or termination of the Contract for 5 years.

20. Audit Access

20.1 The Contractor shall maintain accurate records relevant to the Contract and shall permit the University or its authorised personnel and/or agents access at all reasonable times to such records.

21. Laws, Regulations And Bye-Laws

21.1 The Contractor shall observe and comply with all statutes and regulations together with any bylaws and regulations applicable to the Services.

21.2 The Contractor shall observe any rules of the University applicable to any University site.

21.3 The Contractor shall ensure that in supplying the Services, the provisions of the Data Protection Act 1998 are observed in respect of information about people (and also the University's data protection requirements notified to the Contractor).

22. Commission

22.1 The Contractor shall not without the prior written approval of the University accept any commission or any other payment from tenderers; contractors, vendors or any party (other than the University) concerned with the Services.

23. Waiver

23.1 The Contract shall not be waived in whole or in part except where agreed by both parties in writing.

23.2 The non-enforcement of any of the terms of the Contract by either party shall not be construed, as a waiver of any of that party's other rights.

24. Force Majeure

24.1 Neither party shall be liable to the other or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform any of their respective obligations in relation to the Contract if the delay or failure was due to any cause beyond said party's reasonable control including industrial action, war, fire, prohibition or enactment of any kind.

25. Health & Safety And Environmental Protection

25.1 The Contractor shall: -

25.1.1 in relation to all persons likely to be affected by the execution or coming into contact with the Services, take all steps as may be reasonably practicable to ensure their health and safety;

25.1.2 not treat or dispose any waste as a result of executing the Services in a manner likely to cause harm to the health and safety of any person or to the environment and shall comply with every relevant statutory duty; and

25.1.3 during the execution of the Services take such steps as are reasonably practicable to avoid harm to the environment.

25.2 Access to University premises, sites, facilities or storage shall comply with the University's reasonable requirements and shall be at the Contractors risk. At the completion of the Service the Contractor shall remove all materials from the University's premises and sites (unless otherwise instructed) and permanently reinstate any damaged areas or surfaces and leave the premises and sites in a clean condition ready for occupation.

25.3 The Contractor shall ensure that the Contractor and their employees, the Contractor sub-contractors and their employees and any other person associated with the Contractor will adhere in every respect to the obligations imposed on the Contractor by current safety legislation.

26. Governing Law

26.1 Unless the parties hereto otherwise agree, the Contract shall be governed by and construed in accordance with English Law.

26.2 In respect of any dispute under or arising out of the Contract, the parties hereto agree to submit to the exclusive jurisdiction of the English Courts except that a Party may seek an interim injunction in any court of competent jurisdiction.

27. Discrimination

The Contractor shall not unlawfully discriminate (directly or indirectly) within the meaning and scope of any law, enactment, order or regulation relating to discrimination in the provision of services to the public or in employment (whether in race, gender, religion, disability, sexual orientation, age or otherwise) or any statutory modification or re-enactment thereof. The Contractor shall to the extent relevant to delivery of the Services comply with the University's equal opportunities policies, which may be consulted at www.admin.cam.ac.uk. The Contractor shall take all necessary steps to secure the observance of these provisions by all its servants, employees or agents and all sub-contractors employed in the execution of the Contract and promptly provide such information as the University may reasonably require. The Contractor shall notify the Authorised Officer immediately in writing as soon as it becomes aware of any investigation or proceedings brought against the Contractor under the relevant legislation. The Contractor shall co-operate with any investigation by the University or a body empowered to carry out such investigations in relation to alleged or suspected discrimination. If an investigation is commenced against the Contractor or the University, the Contractor shall attend and permit its employees to attend any meetings as required; allow access to and investigation of any documents or data deemed to be relevant to the investigation; and allow itself and any of its employees to appear as witnesses in any proceedings.

28. Notices

28.1 All notices and communications required to be sent by the Contractor or the University in the Contract shall be made in writing and sent by first class mail and if sent to the Contractor sent to their registered or head office and if sent to the University sent to the invoice address stated on our Purchase Order, and shall be deemed to have reached the party to whom it is addressed on the next business day following the date of posting.

29. Entirety

29.1 The Contract comprises the entire agreement between the parties to the exclusion of all other terms and conditions and prior to collateral agreements, negotiations, notices of intention and representation and the parties agree that they have not been induced to enter into the Contract on the basis of any representation. Furthermore, the parties shall not be

bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth in the Contract and no amendment to the Contract, other than variations to the Services in accordance with Clause 10, shall be binding on either party unless in writing and signed by an authorised representative of each party. This clause shall not apply in the case of any fraud or fraudulent misrepresentation.

30. Corruption

30.1 In connection with this or any other contract between the Contractor and the University the Contractor shall not give, provide, or offer to University staff or agents any loan, fee, reward, gift or any emolument or advantage whatsoever. In the event of any breach of this Clause, the University shall, without prejudice to any other rights it may possess, be at liberty forthwith to terminate this and any other contract and to recover from the Contractor any loss or damage resulting from such termination.