



Standard Terms and Conditions for the Purchase of Goods and Services by Yorkshire Causeway Schools Trust

1. DEFINITIONS

1.1. In these conditions: -

- 1.1.1. "Commencement Date" means the date provided in clause 3.1 of these Conditions;
- 1.1.2. "Conditions" means these terms and conditions;
- 1.1.3. "Contract" means these Conditions together with the Purchase Order;
- 1.1.4. "Defective Goods" means goods which are found to contain a manufacturing fault or otherwise not meeting the requirements detailed in this Contract;
- 1.1.5. "Goods" means the goods supplied under the Contract and referred to in the Purchase Order;
- 1.1.6. "Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off 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 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;
- 1.1.7. "Mandatory Policies" means Yorkshire Causeway Schools Trust's business policies and codes set out at the end of these Conditions, the content of which are made available to the Supplier at www.yorkshirecauseway.co.uk or on request;
- 1.1.8. "The Trust" means Yorkshire Causeway Schools Trust
- 1.1.9. "Purchase Order" means the Trust's order for the supply of Services, as set out in Yorkshire Causeway Schools Trust's Purchase Order form;
- 1.1.10. "Services" means the service(s) to be provided under the Contract;
- 1.1.11. "Party" means each of Yorkshire Causeway Schools Trust or the Supplier and "Parties" means both of them; and
- 1.1.12. "Supplier" means the company or entity from whom Yorkshire Causeway Schools Trust purchases the Service(s).

2. INTERPRETATION

- 2.1. 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.

- 2.2. 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.
- 2.3. A reference to **writing** or **written** includes email.

3. BASIS OF CONTRACT

- 3.1. The Purchase Order constitutes an offer by Yorkshire Causeway Schools Trust to purchase the Goods or Services in accordance with these Conditions which are deemed accepted upon any act by the Supplier consistent with fulfilling the Purchase Order, at which point and on which date the Contract shall come into existence.
- 3.2. These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 3.3. No variation of these conditions shall be effective unless agreed in writing and signed by both the Trust and the Supplier (or their authorised representatives).

4. SUPPLY OF GOODS

- 4.1. The Supplier shall from the Commencement Date supply the Goods:
 - 4.1.1. in co-operation with the Trust and in compliance with any instructions given by the Trust from time to time;
 - 4.1.2. with the best skill care and diligence and in accordance with best practice;
 - 4.1.3. in conformance to all descriptions, standards and specifications provided by the Trust from time to time and that delivery of the Goods shall be fit for any purpose the Trust expressly or impliedly makes known to the Supplier;
 - 4.1.4. in accordance with all licences and consents and shall maintain in force such licences and consents for the duration under which Goods are provided to the Trust;
 - 4.1.5. in accordance with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply from time to time in providing the Goods;
 - 4.1.6. in accordance with the Mandatory Policies; and
 - 4.1.7. in a professional and courteous manner.
- 4.2. The Goods shall be supplied in such quantities, at such times and in such a manner as the Trust may direct in the Contract.
- 4.3. The Supplier shall comply with the Supply of Goods and Services Act 1982.
- 4.4. Goods shall be supplied of the type and quality specified in the Contract and, where relevant, must comply with supplies previously approved by the Trust.
- 4.5. Within the meaning of the Supply of Goods and Services Act 1982, the Supplier shall ensure that the Goods shall be supplied free from defect and be of satisfactory quality, fit for their intended purpose and shall comply with the standards and requirements set out in the Contract.

- 4.6. If during the supply of Goods the Supplier becomes aware of any quality, performance and/or safety related reports, notices, alerts or other communications which has or may have an impact on the safety, performance or function of the Goods the Supplier shall promptly inform the Trust of the same and provide a copy of the same. The Trust shall have absolute discretion to decide what subsequent action it takes in response to any matter brought to its attention under this clause. For the avoidance of doubt, this includes any product recalls which the Supplier becomes aware of.

5. DELIVERY

- 5.1. The Supplier shall deliver the Goods in accordance with any delivery timescales, delivery dates and instructions set out in the Purchase Order or as otherwise agreed with the Trust in writing.
- 5.2. Risk and title of the goods shall pass to the Trust on delivery.
- 5.3. Delivery shall be completed when the Goods have been unloaded at the location specified by the Trust and such delivery has been received by a duly authorised agent, employee or location representative of the Trust.
- 5.4. The Supplier shall not commence provision of any delivery of Goods without a Purchase Order. The Supplier shall provide a delivery note quoting the Purchase Order number and giving details of the goods delivered. The Supplier shall clearly set out on each invoice (as applicable) the number corresponding to the Purchase Order for the Goods. The Trust shall have no obligation to pay any invoice which does not set out the correct corresponding Purchase Order number.
- 5.5. Any arrangement by which the Goods are collected by the Trust in return for a discount on the price shall be agreed by the Parties in writing. Where the Trust collects the Goods, collection is deemed delivery for the purposes of the Contract.
- 5.6. Unless otherwise set out in the Contract or agreed with the Trust in writing, the Supplier shall be responsible for carriage, insurance, transport, all relevant licenses, all related costs, and all other costs associated with the delivery of the Goods to the delivery location and unloading of the Goods at that location.
- 5.7. Subject to clause 5.8, the Supplier may not assign or sub-contract the Contract in whole or in part to any third party without the Trust's prior written agreement. Should the Supplier breach the terms of this provision, it shall remain liable to the Trust as if it had delivered the Goods and as provided in these Conditions.
- 5.8. The Supplier may sub-contract the delivery of Goods. Such sub-contracting should be immediately notified in advance and in writing to the Trust. All sub-contractors engaged to deliver the Goods shall at no time be an agent of the Trust and accordingly the Supplier shall be liable to the Trust for the acts and omissions of all sub-contractors engaged to deliver the Goods.

6. SUPPLY OF SERVICES

- 6.1. The Supplier shall from the Commencement Date provide the Services:
- 6.1.1. in co-operation with the Trust and in compliance with any instructions given by the Trust from time to time;

- 6.1.2. with the best skill, care and diligence and in accordance with best practice in the Supplier's industry, profession or trade;
 - 6.1.3. in the knowledge that the Trust will be relying upon the Supplier's skill, expertise and experience in the performance of the Services and also upon the accuracy of all representations or statements made and any advice given by the Supplier in connection with the performance of the Services;
 - 6.1.4. by using personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number as well as providing all equipment, tools and vehicles necessary to ensure that the Supplier fulfils its obligations under these Conditions;
 - 6.1.5. in conformance to all descriptions, standards and specifications provided by the Trust from time to time and that delivery of the Services shall be fit for any purpose the Trust expressly or impliedly makes known to the Supplier;
 - 6.1.6. using the best quality goods, materials, standards and techniques and, to the extent that the Services include any product of workmanship, installation and/or design and ensure such work product shall be free from defects arising therefrom;
 - 6.1.7. in accordance with all licences and consents and shall maintain in force such licences and consents for the duration under which Services are provided to the Trust;
 - 6.1.8. in accordance with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply from time to time in providing the Services;
 - 6.1.9. in accordance with the Mandatory Policies; and
 - 6.1.10. in a professional and courteous manner.
- 6.2. The Supplier shall comply with the Supply of Goods and Services Act 1982.
 - 6.3. If during performance of the Services the Supplier becomes aware of any quality, performance and/or safety related report, notice, alert or other communication which has or may have an impact on the safety, performance, function or carrying out of the Services the Supplier shall promptly inform the Trust of the same and provide a copy of the same. The Trust shall have absolute discretion to decide what subsequent action it takes in response to any matter brought to its attention under this clause 4.3.
 - 6.4. The Supplier shall provide the Services in accordance with any timescales, dates and instructions set out in the Purchase Order or as otherwise agreed with the Trust in writing.
 - 6.5. The Supplier shall not commence provision of any Services prior to being provided with a Purchase Order. The Supplier shall clearly set out on each invoice (as applicable) the number corresponding to the Purchase Order for the Services. the Trust shall have no obligation to pay any invoice which does not set out the correct corresponding Purchase Order number.
 - 6.6. The Supplier may not assign or sub-contract the Contract in whole or in part to any third party without the Trust's prior written agreement. Should the Supplier breach the terms of this provision, it shall remain liable to the Trust as if it had performed the Services and as provided in these Conditions.

7. INSPECTION

Goods

- 7.1. Yorkshire Causeway Schools Trust (or its authorised representative(s)) shall have the right to inspect the Goods at the point of delivery.
- 7.2. If the Goods delivered are not of the specified quantity, quality or type, or if they fail to comply with any sample previously provided by the Supplier, then the Trust will either:
 - 7.2.1. reject delivery of all goods; or
 - 7.2.2. reject delivery of part of the goods affected by the error.
- 7.3. In cases where the Trust exercise their rights referred to in clause 7.2.1, the Trust shall not be liable to make any payment to the Supplier.
- 7.4. In cases where the Trust exercise their rights referred to in clause 7.2.2, the Trust shall only be liable for payment corresponding to the part of the Goods which were accepted on delivery.
- 7.5. Where delivery has already been made in full before inspection, and rejection of the Goods therefore takes place at a later date, upon the rejection of any Goods the Supplier shall at the Trust's written request:
 - 7.5.1. collect the rejected Goods at the Supplier's risk and cost within ten (10) Business Days of issue of written notice from the Trust rejecting the Goods; and
 - 7.5.2. at the Supplier's cost, promptly (and in any event within twenty (20) business days or such other time agreed by the Parties in writing acting reasonably) supply replacements for the rejected Goods to the Trust subject to the Trust not cancelling the Contract (see "termination" and "cancellation" sections below).
- 7.6. Where delivery is rejected in full or in part in accordance with clause 7.2 above, the Supplier shall be responsible for all risks, costs and expenses associated with the re-delivery of the Goods in accordance with the Purchase Order.
- 7.7. As relevant and proportionate to the Goods in question (for instance in cases where Goods are redelivered over a period of time), the Supplier shall permit any person authorised by the Trust, to inspect work being undertaken in relation to the Goods supplied. Where the Trust identifies any failure to adhere to the Contract, clauses 7.2 to 7.6 shall be invoked.
- 7.8. Risk and title in respect of any rejected Goods shall pass to the Supplier on the earlier of:
 - 7.8.1. collection by the Supplier in accordance with clause 6.5 of this document; or
 - 7.8.2. immediately following the expiry of ten (10) business days from the Trust issuing written notification rejecting the Goods.
- 7.9. If rejected Goods are not collected within ten (10) business days of the Trust issuing written notification rejecting the Goods, the Trust may return the rejected Goods at the Supplier's risk and costs and/or charge the Supplier for the cost of storage from the expiry of ten (10) business days from the date of notification of rejection.
- 7.10. Where the Supplier is required by law, guidance, and/or good industry practice to order a product recall in respect of the Goods (Requirement to Recall), the Supplier shall:
 - 7.10.1. promptly (taking into consideration the potential impact of the continued use of the Goods by the Trust as well as compliance by the Supplier with any regulatory requirements) notify the Trust in writing of the recall together with the circumstances giving rise to the recall;

- 7.10.2. from the date of the requirement to recall treat the Goods the subject of such recall as Defective Goods in accordance with clause 11;
- 7.10.3. consult with the Trust as to the most efficient method of executing the recall of the Goods and use its reasonable endeavours to minimise the impact on the Trust of the recall; and
- 7.10.4. indemnify and keep the Trust indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings suffered or incurred by the Trust as a result of such requirement to recall.

Services

- 7.11. The Trust (or its authorised representative(s)) shall have the right to inspect the provision of the Services at regular intervals and for the duration under which the Supplier provides the Services.
- 7.12. The Trust hereby reserves the right to withhold payment for any Services which are not to the reasonable standard and specification requested under these Conditions.

8. TERMINATION

- 8.1. Without limiting or affecting any other right or remedy available to it, the Trust may terminate the Contract in whole or in part by written notice to the Supplier with immediate effect if the Supplier:
 - 8.1.1. is in material breach of any obligation under the Contract which is not capable of remedy;
 - 8.1.2. repeatedly breaches any of the terms and conditions of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
 - 8.1.3. is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving written notice specifying the breach and requiring it to be remedied (see also section "dispute resolution" below);
 - 8.1.4. undergoes a change of control;
 - 8.1.5. 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), 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;
 - 8.1.6. suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 8.1.7. fails to comply with the Mandatory Policies or its legal obligations in the fields of environmental, social or labour law.

9. CANCELLATION

- 9.1. Without limiting or affecting any other right the Trust may have, the Trust shall by providing written notice to the Supplier have the right to cancel the order for Goods or Services, or any part of them, which have not yet been delivered, or provided that such provision of Services has not yet commenced.

9.2. Without limiting or affecting any other right the Trust may have

- 9.2.1. If the Trust cancels the order for Goods, the Trust shall pay such charges or that part of the charges for Goods which have been delivered to the Trust. For avoidance of doubt, the Trust shall not be liable for any consequential loss or loss of anticipated profits associated with invoking this clause 9.2
- 9.2.2. if the Trust cancels the order for Services and the Supplier has either commenced provision of the Services or has irrevocably committed financial resources which are not capable or being recovered, the Trust shall pay such charges or that part of the charges for those Services received at the date upon which notice to cancel was provided to the Supplier. The Supplier shall have a duty to mitigate fully any losses which may be incurred as a consequence of such cancellation. For the avoidance of doubt, the Trust shall not be liable for any consequential loss or loss of anticipated profits associated with invoking this clause 9.2.

10. FORCE MAJEURE

- 10.1. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 3 months, the party not affected may terminate the Contract by giving 30 days' written notice to the affected party. For the avoidance of doubt, an event arising under clause 4.3 of these Conditions shall amount to an act of force majeure.

11. DEFECTIVE GOODS

- 11.1. Without prejudice to any other provisions of the Contract or any other warranties or guarantees applicable to the Goods supplied, if at any time following the date of the delivery of any Goods, all or any part of such Goods are found to be Defective or otherwise not in accordance with the requirements of this Contract ("Defective Goods"), the Supplier shall:
 - 11.1.1. upon written request and without charge, promptly (and in any event within twenty (20) business days or such other time agreed by the Parties in writing acting reasonably) remedy the deficiency by repairing such Defective Goods; or
 - 11.1.2. upon written notice of rejection from the Trust, treat such Defective Goods as Rejected Goods in accordance with clause 7 above.

12. DATA PROTECTION AND REQUESTS FOR INFORMATION

- 12.1. The Supplier shall adhere to all Data Protection legislation including General Data Protection Regulation 2018 and the Data Protection Act 2018 and enter into a data sharing agreement where required.
- 12.2. The Supplier shall be responsible for ensuring that appropriate safeguards are in place to protect the Trust's data (in particular that of its staff and students if applicable) and ensure that it is kept safe. The Supplier shall not disclose any data to a third party without first having sought the written permission from the Trust. All legal liability in respect of the Supplier's handling of the Trust's data rests with the Supplier.
- 12.3. Where relevant, the Supplier shall provide any information/data requested by the Trust in relation to its provision of Service, no less than 30 days after request. This includes but is not limited to any information which may be required for re-tendering the contract.

- 12.4. The Supplier shall provide any information requested by the Trust and required under regulation 13 of The Transfer of Undertakings (Protection of Employment) Regulations 2006. The Supplier shall be liable to the Trust for, and shall indemnify and keep the Trust indemnified against any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings that arise or result from any breach of this obligation.
- 12.5. If there are any incidents that in any way relate to or involve the Trust's use of the Service provided by the Supplier, the Supplier shall cooperate fully with the Trust in relation to the Trust's application of the policies on reporting and responding to all incidents, including serious incidents requiring investigation, and shall respond promptly to any reasonable and proportionate queries, questions and/or requests for information that the Trust may have in this context in relation to the Service provided.

13. CONFIDENTIALITY

- 13.1. Each Party shall during provision of the Goods or Services and after its termination howsoever arising without limitation in time:
- 13.1.1. treat all information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing party; and
 - 13.1.2. not use or exploit the disclosing party's confidential information in any way except for the purposes of performing the Services.
- 13.2. Notwithstanding clause 12.1, each Party may disclose confidential information which it receives from the other Party:
- 13.2.1. where disclosure is required by applicable law or by a court of competent jurisdiction;
 - 13.2.2. to its auditors or for the purposes of regulatory requirements;
 - 13.2.3. on a confidential basis, to its professional advisers;
 - 13.2.4. to the police, where a Party has reasonable grounds to believe that the other party is or has been involved in an activity that may constitute a criminal offence;
 - 13.2.5. to the Serious Fraud Office where a Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
 - 13.2.6. where the Supplier receives information from the Trust: to personnel engaged by it to perform the Services on a strict need to know basis to enable performance of the Supplier's obligations under these Conditions and provided that the Supplier procure that any person to whom it discloses confidential information pursuant to this clause 10 shall observe the Supplier's confidentiality obligations under this clause 12;
 - 13.2.7. where the Trust receives information from the Supplier: on a confidential basis to officers, employees, agents, consultants and contractors (including third party contractors or sub-contractors) of the Trust; or
 - 13.2.8. to the extent that the Trust (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions.

14. FREEDOM OF INFORMATION

- 14.1. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 the Supplier hereby gives its

consent for the Trust to publish the Contract in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Contract agreed from time to time. The Trust may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

15. INTELLECTUAL PROPERTY

- 15.1. Intellectual Property Rights arising out of or in connection with the Services provided to the Trust shall be owned by the Trust.
- 15.2. To the extent that ownership of Intellectual Property Rights does not vest in the Trust under clause 12.1, the Supplier grants the Trust, or shall procure the direct grant to the Trust of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable license to copy and modify any tangible or intangible work product provided pursuant to the Services for the purpose of receiving and using the Services.
- 15.3. All Intellectual Property Rights of the Trust are the exclusive property of the Trust and nothing in these Conditions or the Contract grants or shall grant any right or licence, express or implied, in or to such Intellectual Property Rights to the Supplier.

16. INSURANCE

- 16.1. During the term of the Contract and for a period of 7 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall, on the Trust'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.

17. SUPPLIER'S WARRANTIES

- 17.1. The Supplier warrants:
 - 17.1.1. that it will comply with all laws, guidance, and policies (including the Mandatory Policies) in providing the Goods or Services;
 - 17.1.2. it will promptly notify the Trust of any health and safety hazard which has arisen, or the Supplier is aware may arise, in providing the Good or Services and take all necessary steps to ensure the health and safety of any person likely to be affected by any such health and safety hazard;
 - 17.1.3. that it will fully and promptly respond to all requests for information and/or requests for answers to questions regarding this Contract, the Goods, any complaints and any disputes at the frequency, in the timeframes and in the format as may reasonably be requested by the Trust from time to time;
 - 17.1.4. that all information included within the Supplier's responses to any documents issued by the Trust as part of the procurement relating to the award of this Contract and all accompanying materials is accurate;
 - 17.1.5. there are no pending or threatened actions or proceedings before any court or administrative agency which would materially adversely affect the financial condition, business or operations of the Supplier;

- 17.1.6. there are no material agreements existing to which the Supplier is a party which prevent the Supplier from entering into or complying with this Contract;
- 17.1.7. that it has the ability, expertise and capacity to fulfil its obligations under this Contract;
- 17.1.8. that, in the case of a transfer of Services, it will provide such assistance and information to the Trust as it may reasonably request to facilitate a smooth and efficient handover of the transferring employees to any Supplier (including attendance at any meetings with transferring employees, trade unions and employee representatives); and
- 17.1.9. The Supplier further warrants that it understands that the Trust is entering into this Contract on the specific warranties detailed in clause 16.1 above.

18. INDEMNITY

- 18.1. The Supplier shall indemnify the Trust 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 the Trust arising out of or in connection with:
 - 18.1.1. any claim brought against the Trust 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 any materials owned or controlled by Yorkshire Causeway Schools Trust); and
 - 18.1.2. any claim made against the Trust by a third party arising out of, or in connection with, the supply of the Services.
- 18.2. Clause 17 shall survive termination of the Contract.

19. PRICE AND PAYMENT

- 19.1. The price for the Goods or Services is set out in the Purchase Order.
- 19.2. Unless otherwise stated in the Purchase Order the contract price;
 - 19.2.1. shall remain fixed for the duration under which the Service are provided; and
 - 19.2.2. is subject to clause 18.3, the entire price payable by the Trust to the Supplier in respect of their fulfilment of this Contract (including but not limited to, import taxes, charges, packaging, loading and delivery, royalties, license fees or similar expenses).
- 19.3. The Contract price is exclusive of VAT, which, if properly chargeable, the Trust shall only pay at the prevailing rate subject to receipt from the Supplier of a valid and accurate VAT invoice. Such VAT invoices shall show the VAT calculations as a separate line item.
- 19.4. Unless otherwise stated in the Purchase Order, full payment for the Services will be on completion and subject to inspection of the Services to the Trust's reasonable satisfaction as provided under clauses 16.5 and 18.6 of these Conditions.
- 19.5. The Trust shall pay undisputed and correctly raised invoices within 30 days of receipt of the same.
- 19.6. The Supplier's invoice for Goods or Services shall clearly set out where payment is to be made (which shall be by BACS and includes the Supplier's bank account number, sort-code, email address of where to send the remittance advice note and contact telephone number).

20. TERM

- 20.1. The Contract term shall commence on the Commencement Date and, unless terminated earlier in accordance with clause 6 (Termination) or clause 7 (Cancellation) shall continue for the term provided in the Purchase Order or until the purpose for which the Services are being provided have been satisfied.

21. CONSEQUENCES OF TERMINATION

- 21.1. Upon expiration, cancellation or termination of the Contract, the Supplier shall:
 - 21.1.1. provide all reasonable assistance to the Trust and any incoming supplier of Goods or Services including provision of information reasonably requested in order to transition the supply of Goods or Services; and
 - 21.1.2. return or provide all requested documents, information and data to the Trust as soon as reasonably practicable and if requested by the Trust to do so provide certification as to its compliance with this clause 20.

22. DISPUTE RESOLUTION

- 22.1. In the case of a dispute, the Parties may escalate the dispute to an appropriate senior representative of each Party.
- 22.2. The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract.
- 22.3. The Trust shall write to the Supplier to notify them that the Contract (and, where applicable, payment) is in dispute and provide details of the issues to be addressed.
- 22.4. The supplier will provide a response and address all issues including, where relevant, providing a timeline of when any failures will be corrected/fixed, within 30 days of receipt of the letter referred to in clause 21.3.
- 22.5. In resolving the dispute, consideration will be given as to whether mediation would be appropriate to agreement by the Parties.
- 22.6. If the parties fail to reach an agreement within one month of the Trust providing written notification of the dispute as per clause 20.3 above, either party may exercise any remedy it has under applicable law.

23. GOVERNING LAW AND JURISDICTION

- 23.1. This Contract and any dispute or claim (including not-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and interpreted in accordance with the laws of England and Wales.
- 23.2. 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 this Contract or its subject matter or formation.

24. STATUS AND LIABILITIES

- 24.1. It is expressly understood that neither the Supplier nor the Supplier Personnel have the authority to act as agent for the Trust or to contract on the Trust's behalf;
- 24.2. The Supplier Personnel shall at no time be deemed to be employed or otherwise engaged by the Trust;

24.3. The Supplier shall undertake that all Supplier Personnel shall comply with applicable statutes, rules and regulations in providing the services, and the Supplier shall indemnify and hold harmless the Trust from damages arising out of any failure to do so.

24.4. Nothing In this Agreement shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in this Agreement shall be deemed to construe either of the parties as the agent of the other.

25. WAIVER

25.1. No delay or omissions by the Trust in exercising any of its rights under these Conditions shall constitute a waiver of that right and any partial exercise of any such right shall not prevent any future exercise of the right.

26. MANDATORY POLICIES

The mandatory policies are:

- Data Protection Policy
- Health and Safety Policy