Terms and conditions of purchase

Terms and conditions of purchase for the King Edward VI Academy Trust Birmingham.

General Conditions of Purchase

1. Definitions

* “KEVI” means the King Edward VI Academy Trust Birmingham.
* “Supplier” means the person firm or company to whom the Purchase Order is addressed and any employees, sub-contractors or agents of said person, firm or company.
* “Goods” means the materials, articles, works and services described in the Contract.
* “Package” means any type of package including bags, cases, carboys, cylinders, drums, pallets, tank wagons and other containers.
* “Authorised Officer” means any KEVI employee authorised, either generally or specifically, in accordance with KEVI financial regulations to sign Purchase Orders.
* “Authorised” means signed by one of KEVI Authorised Officers.
* “Purchase Order” means KEVI Authorised Purchase Order referring to these General Conditions of Purchase on its face.
* “Order Amendment” means KEVI Authorised Order Amendment or series of Order Amendments, each Order Amendment having precedence over any earlier Order Amendment.
* “Contract” has the meaning given in Condition two below.
* “Price” has the meaning given in Condition three below.
* "Regulations" means the Public Contract Regulations 2015 or any other law relating to the procurement of Goods or Services by KEVI.
* "Regulated Activity Provider" is as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006.
* "Regulated Activity" is in relation to children as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006, and in relation to vulnerable adults as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.
* “Results” means patents, trademarks, service marks, registered designs, industrial designs, design rights, database rights copyright (including all copyright in any designs and computer software or firmware), inventions, trade secrets, access to know-how, computer applications, confidential information, know-how, business names, trade names, and all other intellectual property rights and rights of a similar character which are recognised from time to time in any jurisdiction in any part of the aforementioned (whether or not such rights are registered or not or which are capable of registration), and all applications and rights to apply for protection of any of the same.
* “Sale of Goods Act 1979” shall mean the Sale of Goods Act 1979 as amended by the Sale and Supply of Goods Act 1994.
* "Services" means the services to be delivered in accordance with the specification or work schedule attached to the Purchase Order.
* “Supply of Goods and Services Act 1982” shall mean the Supply of Goods and Services Act 1982 as amended by the Sale and Supply of Goods Act 1994.
* "Sub-Contractor" means those persons with whom the Supplier enters into a Sub-Contract or its or their servants or agents, and any third party with whom that third party enters into a Sub-Contract or its servants or agents.
* "Sub-Contract" means any contract between the Supplier and a third party pursuant to which the Supplier agrees to source the provision of the Goods and/or Services (wholly or partly) from that third party.
* "TUPE" means Transfer of Undertakings (Protection of Employment) Regulations 2006 or as amended.

2. The Contract

The Supplier agrees to sell, and KEVI agrees to purchase the Goods in accordance with the Contract. The Contract shall comprise (in order of precedence): any Order Amendments, the Purchase Order, these General Conditions of Purchase, any other document (or part document) referred to on the Purchase Order.

The Contract shall not include any of the Supplier’s conditions of sale, notwithstanding reference to them in any document. However, should this Contract be held by a court of competent jurisdiction to include the Supplier’s terms and conditions of sale then in the event of any conflict or apparent conflict these General Conditions of Purchase shall always prevail over the Supplier’s terms and conditions of sale.

Delivery of Goods in response to a Purchase Order or Order Amendment shall be taken to imply that the Supplier has accepted the terms and conditions of this Contract. The supplier should not undertake any work or supply any goods or services without first receiving an authorised KEVI purchase order.

3. Price

The Supplier will sell KEVI the Goods for the firm and fixed Price stated in the Contract. If no price is stated in the Contract, then the Price shall be a fair price, taking into account prevailing market conditions.

The Price shall include storage, packing, insurance, delivery, installation and commissioning (as applicable) but shall exclude VAT.

No increase in Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior written consent of the Authorised Officer.

4. Variations

KEVI shall have the right, before delivery, to send the Supplier an Order Amendment adding to, deleting or modifying the Goods. If the Order Amendment will cause a change to the Price or delivery date, then the Supplier must suspend performance of the Contract and notify KEVI without delay, calculating the new Price and delivery date at the same level of cost and profitability as the original Price.

The Supplier must allow KEVI at least 10 working days to consider any new Price and delivery date. The Order Amendment shall take effect when but only if a KEVI Authorised Officer accepts in writing the new Price and delivery date within the time the Supplier stipulates.

If the KEVI Authorised Officer fails to confirm the Order Amendment within the time the Supplier stipulates then the performance of Contract shall immediately resume as though the said Order Amendment had not been issued (except that KEVI may still exercise KEVI right of cancellation in accordance with Condition 5).

5. KEVI Right of Cancellation

In addition to KEVI’s other rights of cancellation under this Contract, KEVI may cancel the Purchase Order and any Order Amendment thereto at any time by sending the Supplier notice of termination.

The Supplier will comply with any instructions that KEVI may issue with regard to the Goods. If the Supplier submits a termination claim, then KEVI will pay to the Supplier the cost of any commitments, liabilities or expenditure which in KEVI’s reasonable opinion were a consequence of this Contract at the time of termination.

The total of all payments made or due to the Supplier under this Contract, including any termination payment, shall not exceed the Price. If the Supplier fails to submit a termination claim within three months of the date of KEVI’s notice of termination, then KEVI shall have no further liability under the Contract.

6. Quality and Description

(a) The Goods shall: (i) conform in every respect with the provisions of the Contract; (ii) be capable of all standards of performance specified in the Contract; (iii) be fit for any purpose made known to the Supplier expressly or by implication  and in this respect KEVI rely on the Supplier’s skill and judgment; (iv) be new (unless otherwise specified on the Purchase Order) and be of sound materials and skilled and careful workmanship; (v) correspond with their description or any samples, patterns, drawings, plans and specifications referred to in the Contract; (vi) be of satisfactory quality (vii) comply with any current legislation.

(b) Unless specifically required under the Contract, there shall be no asbestos content in the Goods.

7. Work on KEVI Premises

If the Contract involves any works or services which the Supplier performs on KEVI premises, then the following conditions shall apply:

(a) The Supplier shall ensure the Supplier and the Supplier’s employees, the Supplier’s Sub-Contractors and their employees and any other person associated with the Supplier will adhere in every respect to the obligations imposed on the Supplier by current safety legislation.

(b) The Supplier shall ensure that the Supplier and the Supplier’s employees, the Supplier’s Sub-Contractors and their employees and any other personnel associated with the Supplier will comply with any regulations which KEVI may notify to the Supplier in writing.

(c) The supplier will undertake all necessary risk assessments, and provide KEVI with evidence that these have been undertaken along with statements of working.

8. Progress and Inspection

(a) The Supplier shall at the Supplier’s expense provide any programmes of manufacture and delivery that KEVI may reasonably require. The Supplier shall notify KEVI without delay in writing if the Supplier’s progress falls behind or may fall behind any of these programmes.

(b) KEVI shall have the right to check progress at the Supplier’s works or the works of Sub-Contractors at all reasonable times, to inspect and to reject Goods that do not comply with the Contract. The Supplier’s Sub-Contracts shall reserve such rights for KEVI.

(c) Any inspection or approval shall not relieve the Supplier from the Supplier’s obligations under this Contract.

9. Package

Unless otherwise stated in the Contract, all Package shall be non-returnable. If the Contract states that Package is returnable, the Supplier must give KEVI full disposal instructions before the time of delivery. The Package must be clearly marked to show to whom it belongs. The Supplier must pay for the cost of all carriage and handling for the return of the Package. KEVI shall not be liable for any Package lost or damaged in transit.

10. Safety

The Supplier shall observe all legal requirements of the United Kingdom, European Union and relevant international agreements in relation to health, safety and environment, and in particular to the making of hazardous Goods, the provision of data sheets for hazardous materials, and all provisions relating to food.

11. Delivery and Collection

(a) The Goods shall be properly packed, secured, despatched and delivered at the Supplier’s expense in good condition at the time or times and the place or places specified in the Contract.

(b) If the Supplier or the Supplier’s carrier deliver any Goods at the wrong time or to the wrong place, then KEVI may deduct from the Price any resulting costs of storage or transport.

12. Late Delivery

If the Goods or any part of them are not delivered by the time or times specified in the Contract KEVI may by written notice cancel any undelivered balance of Goods. KEVI may also return for full credit and at the Supplier’s expense any Goods that in KEVI’s opinion cannot be utilised owing to this cancellation. In the case of services, KEVI may have the work performed by alternative means and any additional costs reasonably so incurred shall be at the Supplier’s expense. This shall not affect any other rights that KEVI has.

13. Property and Risk

(a) The supplier shall bear all risks of loss or damage to the Goods until they have been delivered and shall insure accordingly.

(b) Ownership of the Goods shall pass to KEVI:  (i) when the Goods have been delivered but without prejudice to KEVI’s right of rejection under this Contract, and  (ii) if KEVI make any advance or stage payment, at the time such payment is made, in which case the Supplier must as soon as possible mark the Goods as KEVI property.

14. Acceptance

KEVI shall have the right to reject the Goods in whole or in part whether or not paid for in full or in part within a reasonable time of delivery if they do not conform with the requirements of the Contract. It is agreed that KEVI may exercise the right of rejection notwithstanding any provision contained in section 11 or section 15A or section 30 (subsections 2A and 2B) or section 35 of the Sale of Goods Act 1979. KEVI shall give the Supplier a reasonable opportunity to replace the Goods with new Goods that conform with this Contract, after which time KEVI shall be entitled to cancel the Purchase Order and purchase the nearest equivalent goods elsewhere.

In the event of a cancellation under this condition, the Supplier shall promptly repay any sums of money paid under the Contract without any retention or offset whatsoever. Cancellation of the Purchase Order under this condition shall not affect any other rights KEVI may have. The Supplier must collect all rejected Goods within a reasonable time of rejection or KEVI shall return them to the Supplier at the Supplier’s risk and expense.

15. Payment

(a) Unless otherwise agreed in writing, the Supplier shall only be entitled to invoice KEVI after delivery of the Goods or performance of the Services, as appropriate, unless otherwise agreed in writing by the Authorised Officer. It is the Supplier’s responsibility to ensure that each invoice issued to KEVI is correct.

(b) Where the Supplier submits an invoice to KEVI, KEVI will consider and verify that invoice in a timely fashion. The Supplier’s invoice must be addressed to the Head of Financial Services at KEVI and must quote the full Purchase Order number. KEVI shall not be held responsible for delays in payment caused by the Supplier’s failure to comply with KEVI invoicing instructions.

(c) KEVI shall pay the Supplier any sums due under such an invoice no later than a period of 30 days from the date of the invoice.

(d) Where KEVI fails to comply with 15(a) and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of paragraph 15(b) after a reasonable time has passed.

(e) Where the Supplier enters into a Sub-Contract, the Supplier shall include in that Sub-Contract:

(i)           Provisions having the same effect as clauses 15(b) – (d) of this Agreement; and

(ii)          A provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clauses 15(b) – (e) of this Agreement.

(iii)         In clause 15(e), “Sub-Contract” means a contract between two or more Suppliers, at any stage of remoteness from KEVI in a Sub-Contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

16. The Supplier’s Warranty

It is expressly agreed between KEVI and the Supplier that;

(a) The Supplier shall promptly make good at the Supplier’s expense any defect in Goods that KEVI discover under proper usage during the first 12 months of actual use or 18 months from the date of acceptance by KEVI whichever period shall expire first. Such defects may arise from the Supplier’s faulty design the Supplier’s erroneous instructions as to use or inadequate or faulty materials or poor workmanship or any other breach of the Supplier’s obligations whether in this Contract or at law.

(b) Repairs or replacements will themselves be covered by the above warranty but for a period of 12 months from acceptance by KEVI.

(c) The Supplier will ensure that compatible spare parts are available to facilitate repairs (where applicable) for a period of at least 10 years from the date of delivery of the Goods.

17. Indemnity and Insurance

(a) The Supplier shall indemnify KEVI against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any) which KEVI may incur either at common law or by statute in respect of personal injury or death of any person or in respect of any loss or destruction of or any damage to property (other than as a result or neglect of KEVI or of any person for whom KEVI is responsible) which shall have occurred in connection with any work executed by the Supplier under this Contract or shall be alleged to be attributable to some defect in the Goods.

(b) A Purchase Order is given on the condition that (without prejudice to the generality of Condition 17(a)) the Supplier will indemnify KEVI against all loss, costs, claims, demands, expenses and liabilities whatsoever (if any) which KEVI may incur either at common law or by statute (other than as a result of any default or neglect of KEVI or of any person for whom KEVI’s employees, agents, sub-contractors or other representatives while on KEVI premises whether or not such persons are (at the time of such injury or deaths are caused) acting in the course of their employment.

(c) The Supplier will indemnify KEVI against any, and all loss, costs, expenses, and liabilities caused to KEVI whether directly as a result of the action, claim or demand of any third party by reason of any breach by the Supplier of these conditions or any terms or obligations on the Suppliers part implied by the Sale of Goods and Services Act 1982 or by any other statute or statutory provision relevant to the Contract or to Goods or work covered thereby. This indemnity shall not be prejudiced or waived by any exercise of KEVI rights under Condition 14.

(d) The Supplier shall hold satisfactory insurance cover with a reputable insurer to fulfil the Supplier’s insurance obligations for the duration of this Contract including professional indemnity insurance cover with a minimum limit of indemnity of £5 million, if applicable, public liability insurance cover with a minimum limit of indemnity of £5 million. The Supplier shall effect insurance against all those risks arising from the Supplier’s indemnity in Condition 17(c). Satisfactory evidence of such insurance and payment of current premiums shall be shown to KEVI upon request.

(e) The Supplier shall ensure that insurance policies are taken out with reputable insurers acceptable to KEVI and that the level of cover and other terms of insurance are accepted and agreed by KEVI.

(f) The Supplier shall comply with all terms and conditions of the insurance policies at all times. If cover under the insurance policies shall lapse or not be renewed or be changed in any material way or if the Supplier is aware of any reason why the cover under the insurance policies may lapse or not be renewed or be changed in any material way, the Supplier shall notify KEVI without delay.

(g) Save where liability cannot be excluded by law and save where there has been fraud or fraudulent misrepresentation, the total liability of the Supplier shall be £5,000,000 per claim.

18. Recovery of Sums Due

Whenever under the Contract any sums of money shall be recoverable from or payable by the Supplier, they may be deducted from any amounts then due, or which at any later time become due to the Supplier under this Contract or any other contract the Supplier may have with KEVI.

19. Matters beyond Control

If either party is delayed or prevented from performing its obligations under this Contract by circumstances beyond the reasonable control of either party, (including without limitation any Act of God, Act of Government or State, war, fire, civil commotion, insurrection or industrial action of third parties) such performance shall be suspended, and if it cannot be completed within a reasonable time after the due date as specified in the Purchase Order then the Contract may be cancelled by either party.

KEVI shall pay to the Supplier such sum as may be fair and reasonable in all the circumstances of the case in respect of work performed by the Supplier under the Purchase Order prior to cancellation but only in respect of work of which KEVI has received the full benefit as originally contemplated in the Contract. This provision can only have effect if it is called into operation by the party wishing to rely on it giving written notice to the other to that effect.

20. Articles on Loan and Use of Information

(a) All tools, materials, drawings, specifications and other equipment and data (“the Articles”) loaned by KEVI to the Supplier in connection with the Contract shall remain KEVI property and be surrendered to KEVI on demand in good and serviceable condition (fair wear and tear allowed) and are to be used by the Supplier solely for the purpose of completing the Contract. The Supplier agrees that no copy of any of the articles will be made without consent in writing of KEVI Authorised Officer. Until the Supplier returns all the articles to KEVI they shall be at the Supplier’s risk and insured by the Supplier at the Supplier’s own expense against the risk of loss, theft or damage. Any loss of or damage to such articles shall be made good by the Supplier at the Supplier’s expense. All scrap arising from the supply of such articles must be disposed of at KEVI discretion, and all proceeds of sales of such scrap must be promptly paid to KEVI in full.

(b) Any information derived from KEVI property or otherwise communicated to the Supplier in connection with the Contract shall be kept secret and confidential and shall not without the consent in writing of KEVI Authorised Officer, be published or disclosed to any third party, or made use of by the Supplier except for the purpose of implementing the Contract.

21. Ownership of Results

If the Contract involves design and/or development work:

(a) All rights in the results of work arising out of or deriving from this Contract, including inventions, designs, copyright and knowledge shall be KEVI property, and KEVI shall have the sole right to determine whether any letters patent, registered design, trademark and other protection shall be sought.

(b) The Supplier shall promptly communicate to KEVI all such Results and shall if requested and at KEVI expense do all acts and things necessary to enable KEVI or KEVI’s nominee to obtain letters patent, registered designs and other protection for results in all territories and to assign the same to KEVI or KEVI’s nominee.

(c) The Supplier shall ensure that all technical information (including computer programs and programming information) arising out of or deriving from this Contract is held in strict confidence except for any such information which becomes public knowledge other than by breach of this Contract.

22. Infringement of Patents

With the exception of Goods made to KEVI design or instructions, the Supplier warrants that neither the Goods nor KEVI use of them will infringe any patent registered design trademark copyright or any intellectual property right of a third party and undertakes to indemnify KEVI against all actions claims demand cost charges and expenses arising from or incurred by reason of any infringement of any such right.

23. Non-Observance of Conditions

If the Supplier breaches or fails to observe any provision of this Contract KEVI may give the Supplier written notice of such breach or non-observance and the Supplier shall have 28 days from receipt of the notice in which to rectify the breach or non-observance. If you fail to rectify the breach or non-observance, then KEVI shall have the right to give the Supplier written notice terminating the Contract with immediate effect.

24. The Supplier’s Insolvency

If the Supplier becomes insolvent or bankrupt or (being a company) make an arrangement with the Supplier’s creditors or has an administrative receiver or administrator appointed or commences to be wound up (other than for the purposes of amalgamation or reconstruction) KEVI may without replacing or reducing any other rights of KEVI terminate the Contract with immediate effect by written notice to the Supplier or any person whom the Contract may have become vested.

25. Assignment and Sub-letting

The Contract shall not be assigned by the Supplier. The Supplier shall not Sub-Contract any part of the Contract without KEVI written consent (such consent not to be unreasonably withheld), but KEVI shall not refuse such consent unreasonably. The restriction contained in this condition shall not apply to Sub-Contracts for materials for minor details or for any part of which the makers are named in the Contract. The Supplier shall be responsible for all work done and Goods supplied by all Sub-Contractors. The Supplier shall be aware that any request to Sub-Contract the delivery of Goods and or Services may result in a termination of the contract in circumstances where the Regulations apply.

26. Anti-Bribery and Corruption

In connection with this or any other Contract between the Supplier and KEVI the Supplier shall not give, provide, nor offer to KEVI staff and agents any loan, fee, reward, gift or any emolument or advantage whatsoever. In the event of any breach of this Condition, KEVI shall, without prejudice to any other rights KEVI may possess, be at liberty forthwith to terminate this and any other Contract and to recover from the Supplier any loss or damage resulting from such termination.

Compliance with the Bribery Act 2010

1.1 The Supplier shall:

(a)  comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

(b)  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;

(c)  have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with clause 1.1(b) and will enforce them where appropriate;

(d)  promptly report to the KEVI any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this agreement.

1.2 The Supplier shall ensure that any person associated with the Supplier who is performing services in connection with this agreement 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 1. The Supplier shall be directly liable to the University for any breach by such persons of Clause 1.1.

1.3 KEVI shall be entitled to give written notice to the Supplier to terminate this agreement forthwith if the supplier or any person employed or acting on the Suppliers behalf has committed an offence under the Bribery Act 2010

27. Waiver

A failure at any time to enforce any provision of the Contract shall in no way affect the right at a later date to require complete performance of the Contract; nor shall the waiver of the breach of any provision be taken or held to be a waiver of any subsequent breach of the provision or be a waiver of the provision itself.

28. Notice

All notices and communications required to be sent by the Supplier or KEVI in this Contract shall be made in writing and sent by first-class mail and if sent to the Supplier sent to the Supplier’s registered or head office and if sent to KEVI sent to Director of Finance, The Schools of King Edward VI in Birmingham, Foundation Office, Edgbaston Park Road, Birmingham B15 2UD 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. Amendment

No addition alteration or substitution of these conditions will bind KEVI or form part of the Contract unless and until accepted in writing by KEVI.

30. Data Protection

The Supplier shall comply with KEVI’s data protection policy and relevant obligations under the Data Protection Act 2018, the General Data Protection Regulation 2016 or any other relevant legislation and associated codes of practice when processing personal data relating to any employee, worker, customer, student, consultant, Supplier or agent of KEVI. Where applicable, the Supplier shall sign a written agreement with KEVI (Data Processing Agreement) in instances where the Supplier is deemed to be a data processor processing information on behalf of KEVI. The Supplier must notify KEVI without undue delay (and within 24 hours) after becoming aware of a personal data breach.

31. Promotion of Contracts

The promotion of any agreement between the Supplier and KEVI shall only be made after confirmation in writing is obtained by KEVI stating that this is acceptable. Under no circumstances should the Price agreed between the Supplier and KEVI be made available to any other third party unless agreed in writing by KEVI. This includes the promotion of an agreement on the Suppliers website or any other promotional material.

32. Safeguarding

(a)      Where the Supplier is a Regulated Activity Provider with ultimate responsibility for the management and control of any Regulated Activity provided under the Contract for the purposes of the Safeguarding Vulnerable Groups Act, 2006, the Supplier warrants that it shall:

i)             ensure that all individuals engaged in the Regulated Activity are subject to a valid enhanced disclosure check for the Regulated Activity undertaken through the Disclosure and Barring Service: and

ii)            monitor the level and validity of the checks under this clause for each member of staff together with any other person appointed by the Supplier to carry out or facilitate the Services;

iii)          not to 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 a Regulated Activity or who may otherwise present a risk to service users.

(b)      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 it in the provision of carrying out or facilitating 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.

(c)      The Supplier shall refer information about any person carrying out or facilitating the Services to the Disclosure and Barring Service where it removes permission for such person to carry out or facilitate the Services (or would have, if such person had not otherwise ceased to carry out or facilitate the Services) because, in its opinion, such person has harmed or poses a risk of harm to service users.

(d)      Where KEVI raises a concern to the Supplier about a person carrying out or facilitation the Services where, in KEVI’s reasonable opinion, such person has harmed or poses a risk of harm to any service users, the Supplier shall immediately investigate such a concern and where appropriate, ensure that such person is suspended from carrying out or facilitating the Services and observe the other provisions of this clause.

(e)      The Supplier shall immediately notify KEVI of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause have been met.

33. Equality Legislation

(a)      If the Supplier, its agents, staff or Sub-Contractors are required to deliver Goods and/or perform the Services (or any part thereof) on KEVI’s premises or alongside its employees or students on any other premises, the Supplier shall take all reasonable steps to ensure observance to the KEVI’s equal opportunities policy by such agents, staff or Sub-Contractors.

(b)      The Supplier shall not discriminate, whether directly or indirectly, or by way of victimisation or harassment, contrary to the Equality Act 2010 on the grounds of age, disability, gender reassignment, race, religion or belief, sex or sexual orientation. The Supplier shall take all reasonable steps to secure the observance of this obligation by its agents, staff or Sub-Contractors engaged by it in relation to the Service.

(c)      The Supplier warrants that its practices and procedures comply with the Equality Act 2010 and that its employees are fully trained on matters relating to the prevention of unlawful discrimination, are suitably qualified and experienced and shall fulfil their duties in a professional and ethical manner, consistent with KEVI’s commitment to equal opportunities and high standards of behaviour.

(d)      The Supplier shall provide such information as KEVI requires about the Supplier’s policies and practices concerning the prevention of unlawful discrimination and the promotion of equal opportunities both in terms of employment and customer service.

(e)      The Supplier shall notify KEVI promptly in writing as soon as the Supplier becomes aware of any proceedings brought against the Supplier under the Equality Act 2010 in relation to any Contract.

(f)       If a finding of unlawful discrimination contrary to the Equality Act 2010 is made against the Supplier or against KEVI arising from the Supplier’s conduct, KEVI will require the Supplier to take immediate remedial steps to prevent further recurrences.

(g)      If the Supplier enters into any Sub-Contract as Authorised in connection with the Contract, the Supplier shall impose equivalent obligations on its Sub-Contractors with regard to equal opportunities.

34. Confidentiality and Freedom of Information

The Supplier shall take note that any information supplied to KEVI may be covered by the Freedom of Information Act. The Supplier accepts that even if the information is requested to be held as confidential, then KEVI may be required under the Freedom of Information Act to disclose such information to other parties. In such cases, the Supplier accepts that KEVI will not be held liable for any resulting impacts to the Suppliers business incurred as a result of such disclosure.

The Supplier shall keep confidential all information connected with the business of KEVI which comes to the Supplier’s knowledge under or as a result of the Contract and shall not disclose it to any third party or use if other than for the performance of the Services except:

a)   with the prior written agreement of KEVI

b)   by requirement or law; or

to satisfy a request under the Freedom of Information Act 2000 where disclosure is deemed to be necessary and not covered by any of the exemptions available under the Act.

35. Waste, Electrical and Electronic Equipment (WEEE) Directive

For all goods purchased by KEVI from the supplier which would be within the scope of the WEEE Directive, all costs, including transportation and administration, associated with the end of life recycling, re-use or disposal of such goods, shall be for the account of the Supplier unless KEVI chooses to sell or otherwise dispose of the goods at the end of the equipment’s life at KEVI. KEVI reserves the right to operate this clause at the beginning of a contract by the Supplier taking responsibility for a like quantity of existing equipment in KEVI’s ownership - in such cases, the Supplier is released from recycling, re-use or disposal costs incurred at the end-of-life of the newly purchased equipment. This clause applies to electrical and electronic equipment purchased before the WEEE Directive came into force.

36. RoHS (Restriction of the use of certain Hazardous Substances in electrical equipment) Directive

All goods supplied to KEVI after 1 July 2006 must be fully in compliance with the RoHS Directive, regardless of when the original contract was entered into. The Supplier will indemnify KEVI against any costs, fines or any other detrimental impacts as a result of a breach of this clause.

37. Criminal Finances Act 2017

KEVI and its subsidiaries conduct their activities with integrity, transparency and fairness. They are committed to the prevention of the facilitation of tax evasion as they recognise the importance of fostering a positive culture of tax compliance and maintaining the confidence of students, staff, partner organisations, other customers and the tax authorities.

KEVI and its subsidiaries do not and will not work with others who do not share their commitment to preventing the facilitation of tax evasion.

38. TUPE (Transfer of Undertakings)

Under regulation 5(4a) of TUPE. Suppliers will provide any information that is requested of them concerning areas relating to individuals under the TUPE.

39. Modern Slavery

In accordance with the requirements of the Modern Slavery Act 2015 KEVI is committed to ensuring that there is no slavery or human trafficking in its supply chains or any part of its business. Suppliers providing Goods or Services to KEVI warrant that they have thoroughly investigated their labour practices and those of its direct Suppliers, to ensure that there is no slavery or forced labour used anywhere in their organisation or by any direct Suppliers or Sub-Contractor to their organisation.

The Supplier shall ensure that (where relevant) it complies with the provisions of the Modern Slavery Act 2015.

40. Law

This contract shall be subject to English Law and the jurisdiction of the English Courts.