



SOUTH EASTERN REGIONAL COLLEGE

TERMS AND CONDITIONS OF CONTRACT

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1. Interpretation

1.1 The definitions and rules of interpretation in this condition apply in these terms and conditions' (Conditions)'.

Authorised Representative	The nominated representative of the College and the Contractor and listed in Appendix A.
Contract	Means this agreement together with the Schedules.
Contract Price	Means the price to be paid to the Contractor by the College in accordance with the provisions of Schedule 1.
Contractor	Means the person, firm or company who supplies the Goods and Services to the College.
Contractor's Equipment	Means any equipment, including tools, systems, cabling or facilities, provided by the Contractor or its subcontractors and used directly or indirectly in the supply of the Services, which are not the subject of a separate agreement between the parties under which title passes to the College.
College	means South Eastern Regional College (SERC)
College's Equipment	Means any equipment, systems, cabling or facilities provided by the College and used directly or indirectly in the supply of the Services.
Deliverables	Means all Documents, products and materials used or developed by the Contractor or its agents, subcontractors and employees in relation to the Services in any form.
Document	Includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.
Health and Safety Regulation	Means the Health and Safety at Work Act 1974 and all associated supplemental legislation and regulation.
Goods	means any goods agreed in the Contract to be purchased by the College from the Contractor and detailed more specifically in Schedule 1
In-put Material	Means all Documents, information and materials provided by the College relating to the Services including (without limitation), computer programs, data, reports and specifications.



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- Intellectual Property Rights** means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- Services** Means the services to be provided by the Contractor under the Contract as set out in Schedule 1, and the Contractor's obligations under the Contract, together with any other services which the College takes from the Contractor including the Deliverables.
- VAT** Means value added tax chargeable under Northern Ireland law for the time being and any similar additional tax.
- 1.2 Headings in these conditions shall not affect their interpretation.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The schedules form part of the Contract.
- 1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.6 A reference to **writing** or **written** includes faxes but not e-mail.
- 1.7 Any obligation in the Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.
- 1.8 References to conditions and schedules are to the conditions and schedules of the Contract.



2. Commencement and Duration

- 2.1 This agreement will take effect on the date specified in the Invitation to Tender, award letter or the purchase order and will expire on the Expiry Date, unless it is otherwise extended or terminated in accordance with the terms and conditions of this agreement.

3. Contractor's Responsibilities

3.1 The Contractor shall:

- 3.1.1 Manage and provide the Goods and / or Services to the College, in accordance with this Contract, time being of the essence, and shall allocate sufficient resources to the Goods and / or Services to enable it to comply with this obligation; and
- 3.1.2 Meet, and time is of the essence as to, any performance dates specified and agreed with the College; and
- 3.1.3 Co-operate with the College in all matters relating to the Goods and / or Services; and
- 3.1.4 Use reasonable skill and care in the provision of the Goods and performance of the Services; and
- 3.1.5 Observe, and ensure that all employees, consultants, agents and subcontractors which it engages in relation to the Goods and Services observe all Health and Safety Regulations and any other reasonable security requirements that apply at any of the College's premises. The College reserves the right to refuse such persons access to the College's premises, which shall only be given to the extent necessary for the provision of the Goods or performance of the Services. If required by the College the Contractor shall replace any person removed under this Clause with another suitably qualified person; and
- 3.1.6 notify the College as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Goods and / or Services; and
- 3.1.7 before the date on which the delivery of the Goods is made or the Services are to start, obtain, and at all times maintain, all necessary licences and consents and comply with all relevant legislation in relation to:
 - 3.1.7.1 The Goods;
 - 3.1.7.2 The Services;
 - 3.1.7.3 The installation and use of the Contractor's Equipment;
 - 3.1.7.4 The use of In-put Material;
 - 3.1.7.5 the use of all Documents, information and materials provided by the Contractor or its agents, subcontractors, consultants or employees, relating to the Goods and / or Services which existed prior to the commencement of the Contract, including, without limitation, computer programmes, data, reports and specifications;



- 3.2 The Contractor acknowledges and agrees that if it considers that the College is not, or may not, be complying with any of the College's obligations, it shall only be entitled to rely on this as relieving the Contractor's performance under the Contract:
- 3.2.1 To the extent that it restricts or precludes provision of the Goods or performance of the Services by the Contractor; and
 - 3.2.2 If the Contractor, promptly after the actual or potential non-compliance has come to its attention, has notified details to the College in writing.
- 3.3 Without prejudice to any other right or remedy which the College may have, if any Goods or Services are not supplied in accordance with, or the Contractor fails to comply with, any of the terms of the Contract the College shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods or Services have been accepted by the College or whether or not any of the Services have been provided to the College:
- 3.3.1 To rescind the Contract (in whole or in part);
 - 3.3.2 to reject the Goods or Deliverables (in whole or in part) and return them to the Contractor at the risk and cost of the Contractor on the basis that a full refund for the Goods or Deliverables so returned shall be paid forthwith by the Contractor;
 - 3.3.3 At the College's option to require the Contractor, at the Contractor's expense either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
 - 3.3.4 At the College's option to require the Contractor, at the Contractor's expense to re-perform the Services as necessary to ensure that the terms of the Contract are fulfilled
 - 3.3.5 To refuse to accept any further deliveries of the Goods but without any liability to the Contractor;
 - 3.3.6 To carry out at the Contractor's expense any work necessary to make the Goods or Services comply with the Contract; and
 - 3.3.7 To claim such damages as may have been sustained in consequence of the Contractor's breach or breaches of the Contract.
- 3.4 The College shall be entitled to immediately source an alternative provider to perform any part of or the Contractor's entire obligation under the Contract and the Contractor shall not be paid sums due during these periods if;
- 3.4.1 The Contractor fails to deliver the Goods or Services at the agreed time and place or informs the College of this;
 - 3.4.2 The Contract is suspended or terminated.
- 3.5 The provisions of Clause 3 shall apply to Services or Goods provided to the College within the first 12 months of performance, such warranty also applying to repairs or replacements for a further period of 12 months from acceptance by the College.
- 3.6 The Contractor shall ensure that compatible spares and materials are available to facilitate repairs (where applicable) for a period of at least 5 years from the date of delivery of the Services or Goods.



- 3.7 The Contractor shall when he is given possession of keys be completely responsible for locking and unlocking as necessary and for site security during his working period.
- 3.8 The Contractor shall ensure that all plant, tools, ladders, equipment, materials and chemicals are secured and stored away where possible at the end of each working day, and that all work areas are left in a reasonable state of cleanliness.
- 3.9 On completion of the Services the Contractor shall:
 - 3.9.1 Permanently restore any damaged areas or surfaces to their original state
 - 3.9.2 Remove all plant, equipment, vehicles and unused materials
 - 3.9.3 Correctly dispose of all hazardous and non hazardous material and waste
 - 3.9.4 Ensure the College premises are left clean and safe.

4. College's Obligations

- 4.1 The College shall:
 - 4.1.1 provide such access to the College's premises and data, and such office accommodation and other facilities as may reasonably be requested by the Contractor as agreed with the College in writing in advance, for the purposes of the Services;
 - 4.1.2 Provide such information as the Contractor may reasonably request and the College considers reasonably necessary, in order to carry out the Services in a timely manner and ensure that it is accurate in all material respects;
 - 4.1.3 Inform the Contractor of all Health and Safety Regulations and any other reasonable security requirements that apply at any of the College's premises

5. Delivery of Goods

- 5.1 Any Goods shall be delivered, carriage paid, to the College's place of business or to such other place of delivery as is agreed by the College in writing prior to delivery of the Goods. The Contractor shall off-load the Goods at its own risk as directed by the College.
- 5.2 The date for delivery shall be specified in Schedule 1, or if no such date is specified then delivery shall take place within 28 days of this Contract.
- 5.3 The Contractor shall ensure that each delivery is accompanied by a delivery note which shows, among other things, any reference number, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.
- 5.4 Unless otherwise stipulated by the College, deliveries shall only be accepted by the College in normal business hours.
- 5.5 If the Contractor requires the College to return any packaging material to the Contractor that fact must be clearly stated on any delivery note delivered to the College and any such packaging material shall only be returned to the Contractor at the cost of the Contractor.
- 5.6 Where the College agrees in writing to accept delivery by instalments the Contract shall be construed as a single contract. Failure by the Contractor to deliver any one instalment shall entitle the College at its option to treat the whole Contract as repudiated.



- 5.7 If the Goods are delivered to the College in excess of the quantities ordered the College shall not be bound to pay for the excess and any excess shall be and shall remain at the Contractor's risk and shall be returnable at the Contractor's expense.
- 5.8 For all Goods, chemicals, mixtures or other substances hazardous to health the Contractor shall:
- 5.8.1 ensure the College is fully informed of any risks or hazards known or believed to exist in exposure to, or the transport, storage, handling, or use of, the Goods;
 - 5.8.2 Comply with all current legislation and guidance under the Control of Substances Hazardous to Health (COSHH) and the Chemical (Hazard Information and Packaging for Supply) Regulations 2002;
 - 5.8.3 Ensure an English version of the appropriate Material Safety Data Sheet (MSDS), relevant safety information and instructions for use accompanies such Goods during transportation, and that a copy of such documentation is presented to an Authorised Representative upon delivery onto College premises.

6. Acceptance and Rejection

- 6.1 Goods are only deemed to be accepted by the College when sufficient time has been given to unpack and fully inspect the Goods.
- 6.2 Services are only deemed accepted by the College when all outputs and deliverables have been inspected and tested as being in accordance with Schedule 1.
- 6.3 The College shall notify the Contractor of any shortage of Goods as soon as it becomes aware of any. The Contractor shall supply the missing Goods at his own expense.
- 6.4 Notwithstanding condition 6.3 above, the College be entitled to reject the Goods in whole or in part whether paid in full or in part within a reasonable time of delivery if they are defective, inferior in quality, material or performance, or do not otherwise comply with any express or implied term of this Contract. This right of rejection shall continue regardless of whether the College has legally accepted the Goods and / or Services.

7. Invoicing and Payment

- 7.1 In consideration of the provision of the Goods and / or Services by the Contractor, the College shall pay the Contract Price.
- 7.2 The Contract Price shall be fixed for the period between commencement of the Services to accepted delivery and conclusion of the Services, or for a period of 12 calendar months, whichever ends the later.
- 7.3 All pricing must include the full costs of providing the Services to be performed and the supply of any Goods at the locations detailed in the Schedule 1 to this Contract, and shall be inclusive of all royalties, licence fees or similar expenses.
- 7.4 The Contract Price shall be stated in Sterling (GB Pounds) Net, after deduction of all agreed discounts.
- 7.5 VAT (where applicable) shall be shown separately on all invoices as a strictly net extra charge.
- 7.6 The College shall pay each invoice which is properly due to the Contractor within 30 days of receipt of a correctly submitted invoice to a bank account nominated in writing by the Contractor.



- 7.7 Invoices covering payment in respect of materials purchased by, or services provided to the Contractor, or for reimbursement of expenses, shall be payable by the College only if the written agreement of the College is obtained.
- 7.8 The Contractor shall maintain complete and accurate records of the time spent and materials used by the Contractor in providing any Services in such form as the College shall approve. The Contractor shall allow the College to inspect such records at all reasonable times on request.
- 7.9 Without prejudice to any other right or remedy it may have, the College reserves the right to set off any amount owing at any time to it by the Contractor against any amount payable by the College to the Contractor.

8. Quality of Goods

- 8.1 Any Goods shall be of the best available design, of the best quality, material and workmanship, be without fault and conform in all respects with Schedule 1 and specification and/or patterns supplied or advised by the College to the Contractor.
- 8.2 The College's rights under these conditions are in addition to the statutory conditions implied in favour of the College by the Sale of Goods Act 1979.
- 8.3 At any time prior to delivery of the Goods to the College the College shall have the right to inspect and test the Goods at all times.
- 8.4 If the results of such inspection or testing cause the College to be of the opinion that the Goods do not conform or are unlikely to conform with the Contract or to any specifications and/or patterns supplied or advised by the College to the Contractor, the College shall inform the Contractor and the Contractor shall immediately take such action as is necessary to ensure conformity and in addition the College shall have the right to require and witness further testing and inspection.
- 8.5 Notwithstanding any such inspection or testing, the Contractor shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Contractor's obligations under the Contract.

9. Quality of Services

- 9.1 The Contractor warrants to the College that:
- 9.1.1 The Contractor will perform the Services with reasonable care and skill and in accordance with generally recognised commercial practices and standards in the industry for similar services;
- 9.1.2 The Services and Deliverables will conform with all descriptions and specifications as agreed between the College and the Contractor; and
- 9.1.3 the Services and Deliverables will be provided in accordance with all applicable legislation from time to time in force, and the Contractor will inform the College as soon as it becomes aware of any changes in that legislation.
- 9.2 The College's rights under these Conditions are in addition to the statutory terms implied in favour of the College by the Supply of Goods and Services Act 1982 and any other statute.



9.3 Notwithstanding any inspection or testing, the Contractor shall remain fully responsible for the Services and any inspection or testing shall not diminish or otherwise affect the Contractor's obligations under the Contract.

10. Intellectual Property Rights

10.1 The Contractor assigns to the College, with full title guarantee and free from all third party rights, the Intellectual Property Rights and all other rights in the Goods and/ or Services.

10.2 The Contractor shall, promptly at the College's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the College may from time to time require for the purpose of securing for the College the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to the College in accordance with Clause 10.1.

10.3 The Contractor waives any moral rights in the Goods or Services (including the Deliverables) to which he is now or may be at any future time entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such products or other materials, infringes the Contractor's moral rights.

11. Indemnity

11.1 The Contractor shall indemnify and hold the College harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, the College as a result of or in connection with:

11.1.1 any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of the use or supply of the Goods or the Services (including the Deliverables); or

11.1.2 any claim made against the College in respect of any liability, loss, damage, injury, cost or expense sustained by the College's employees or agents or by any College or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of the Goods or Services or the Deliverables as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the Contract by the Contractor.

11.2 During the term of the Contract, the Contractor shall maintain in force, with a reputable insurance company, public liability insurance in an amount not less than £5,000,000 and shall, on the College's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

11.3 The provisions of this condition 11 shall survive termination of the Contract, however arising.



12. Confidentiality and the College's Property

- 12.1 The Contractor shall keep in strict confidence all In-put Material and all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Contractor by the College, its employees, consultants, agents or subcontractors, and any other confidential information concerning the College's business or its products which the Contractor may obtain. The Contractor shall restrict disclosure of such confidential material to such of its employees, consultants, agents or subcontractors as need to know it for the purpose of discharging the Contractor's obligations to the College, and shall ensure that they are subject to obligations of confidentiality corresponding to those which bind the Contractor.
- 12.2 All In-put Materials, other materials, equipment and tools, drawings, specifications and data supplied by the College to the Contractor shall, at all times, be and remain the exclusive property of the College, but shall be held by the Contractor in safe custody at its own risk and maintained and kept in good condition by the Contractor until returned to the College. They shall not be disposed of or used other than in accordance with the College's written instructions or authorisation.
- 12.3 The Contractor shall take such measures as are necessary to comply with the Data Protection Act 1998, or such other legislation as is in force at the time being.

13. Termination

- 13.1 Without prejudice to any other rights or remedies which the parties may have, the College may terminate the Contract without liability to the Contractor on giving the Contractor not less than 3 month's written notice or immediately on giving notice to the Contractor if:
- 13.1.1 the Contractor fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 working days after being notified in writing to make such payment; or
 - 13.1.2 the Contractor commits a breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 working days of that party being notified in writing of the breach; or
 - 13.1.3 the Contractor repeatedly breaches any of the terms 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 of the Contract; or
 - 13.1.4 the Contractor suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
 - 13.1.5 An application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Contractor; or
 - 13.1.6 a floating charge holder over the assets of that Contractor has become entitled to appoint or has appointed an administrative receiver; or



- 13.1.7 A person becomes entitled to appoint a receiver over the assets of the Contractor or a receiver is appointed over the assets of the Contractor; or
 - 13.1.8 a creditor or encumbrance of the Contractor attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
 - 13.1.9 There is any infringement by the Contractor of any Health and Safety Regulation; or
 - 13.1.10 the Contractor has offered, given, agreed to give, received or solicited to or from anyone a bribe, gift, consideration, inducement or reward for doing or not doing anything in relation to the Contract; or
 - 13.1.11 there has been notice of discrimination of any kind received by the Contractor which has not been rectified in a reasonable time or, the Contractor has not complied with all current legislation relating to discrimination; or
 - 13.1.12 any event occurs, or proceeding is taken, with respect to the Contractor in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.1.4 to clause 13.1.11 (inclusive); or
 - 13.1.13 the Contractor suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or
 - 13.1.14 there is a change of control of the Contractor (as defined in section 574 of the Capital Allowances Act 2001).
- 13.2 On termination of the Contract for any reason, the Contractor shall immediately deliver to the College:
- 13.2.1 All In-put Material and all copies of information and data provided by the College to the Contractor for the purposes of the Contract. The Contractor shall certify to the College that it has not retained any copies of In-put Material or Contractor information or data, except for one copy which the Contractor may use for audit purposes only and subject to the confidentiality obligations in condition 12; and
 - 13.2.2 All specifications, programs (including source codes) and other documentation comprised in the Deliverables and existing at the date of such termination, whether or not then complete. All Intellectual Property Rights in such materials shall automatically pass to the College (to the extent that they have not already done so by virtue of Clause 12.1), who shall be entitled to enter the premises of the Contractor to take possession of them.
- 13.3 If the Contractor fails to fulfil its obligations under condition 0, then the College may enter the Contractor's premises and take possession of any items which should have been returned under it. Until they have been returned or repossessed, the Contractor shall be solely responsible for their safe keeping.



13.4 On termination of the Contract (however arising), the accrued rights of the parties as at termination shall not be affected and the following conditions shall survive and continue in full force and effect:

13.4.1 Condition 8;

13.4.2 Condition 9;

13.4.3 Condition 0;

13.4.4 Condition 0;

13.4.5 Condition 0;

13.5.6 Condition 0; and

13.5.7 Condition 24.

14. Force Majeure

The College reserves the right to defer the date for performance of, or payment for, the Goods and Services, or to terminate this Contract, if it is prevented from, or delayed in, carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lockouts or other industrial disputes (whether involving the workforce of the College or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Contractors or subcontractors.

15. Variation

No variation of the Contract or these Conditions shall be valid unless it is in writing and signed by, or on behalf of, each of the parties. Such variations shall be recorded, signed, dated and appended in Appendix B.

16. Waiver

16.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

16.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

17. Severance

If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.



18. Entire Agreement

- 18.1 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 18.2 Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract).
- 18.3 Nothing in this condition shall limit or exclude any liability for fraud.

19. Assignment

- 19.1 The Contractor shall not, without the prior written consent of the College, assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under the Contract.
- 19.2 The College may at any time assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights under the Contract and may sub-contract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- 19.3 Each party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.

20. No Partnership or Agency

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

21. Rights of Third Parties

A person who is not a party to the Contract shall not have any rights under or in connection with it.

22. Freedom of Information

- 22.1 The Contractor acknowledges that the College is subject to the requirements of the Freedom Of Information Act 2000 (FOIA) and the Environmental Information Regulations 2000 (EIR) and the Contractor shall, provide reasonable assistance to the College in complying with its information disclosure requirements pursuant the FOIA and/or the EIR including to enable the College to respond to a request for information within the time for compliance.
- 22.2 If the Contractor receives any request for information under the FOIA and/or the EIR the Contractor shall transfer to the College such request as soon as practicable and in any event within 2 Business Days of receiving it and shall only respond to a request for information via the College.



22.3 The College shall be responsible for determining at its absolute discretion whether the information is exempt from disclosure under the FOIA and/or EIR; whether the information is to be disclosed in response to a request for information; and in no event shall the Contractor respond directly to a request for information unless expressly authorised to do so by the College. The Contractor acknowledges that the College may, acting in accordance with the FOIA and/or the EIR be obliged to disclose information without consulting with the Contractor; or following consultation with the Contractor and having taken the Contractor's views into account. However, the College shall use its reasonable endeavours to consult with, and take into account the views of, the Contractor.

22.4 The Contractor shall keep full records of all transactions in providing the Services and performing the Agreement for three years and shall make available all such records to the College or its representatives upon request.

23. Conflicts of Interests

23.1 Provided that there shall be no conflict of interest and the Contractor shall fulfil his obligations to the College the Contractor shall be at liberty to enter into agreement with other public sector organisations elsewhere in the United Kingdom for the provision of services.

23.2 The Contractor warrants that he is not at the date hereof retained by any interest that could be in conflict with the work of the College and that for the duration of this Contract he will not accept instructions from any such interest either directly or indirectly nor do any other act which may give rise to conflict of interest.

24. Notices

24.1 Any notice or other communication required to be given under the Contract shall be in writing and shall be delivered personally, or sent by telex, facsimile, email or pre-paid first-class post, recorded delivery or by commercial courier to the other party, or as otherwise specified by the relevant party by notice in writing to the other party.

24.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address of the party, if sent by telex, facsimile or email, at the time of successful transmission, if by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if

24.2.1 Delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

24.3 This condition 24 shall not apply to the service of any proceedings or other documents in any legal action.



25. Governing Law and Jurisdiction

- 25.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of Northern Ireland.
- 25.2 The parties irrevocably agree that the courts of Northern Ireland shall have [non-] exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter or formation (including non-contractual disputes or claims).

SIGNED: _____

For: The SERC

For: The Contractor

By:

By:

Full Name:

Full Name:

Grade:

Title:

Date:

Date:



Appendix A

(see Condition 1.1)

AUTHORISED REPRESENTATIVE

The Authorised Representative of the College for the purposes of the Contract is:

The Authorised Representative of the Contractor for the purpose of the Contract is:

SIGNED:

For: The SERC

By:

Full Name:

Grade:

Date:

For: The Contractor

By:

Full Name:

Title:

Date:



Appendix B

(see Condition 14)

VARIATION TO CONTRACT FORM

CONTRACT TITLE:

FOR THE PROVISION OF:

CONTRACT REF: VARIATION NO: DATE: / /

BETWEEN:

1. The Contract is varied as follows:

2. Words and expressions in this Variation shall have the meaning/s given to them in the Contract.

3. The Contract, including any previous Variation(s), shall remain effective and unaltered except as amended by this Variation.

SIGNED:

For: The SERC

By:

Full Name:

Grade:

Date:

For: The Contractor

By:

Full Name:

Title:

Date:

