



UFFCULME ACADEMY TRUST

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES

1. DEFINITIONS USED

Confidential Information means all information provided by one Party to the other which is clearly confidential or ought reasonably to be considered confidential;

Contract means these terms and conditions of supply;

Date of Delivery means the date by which the Goods and/or Services must be delivered to the Trust as specified in the Order;

Deliver means the supply of the Goods and/ or Services to the Trust at the address and on the date specified in the Order. 'Delivered' and 'Delivery' will be interpreted accordingly;

Goods and/or **Services** means the goods and/or services to be supplied by the Supplier to the Trust under the Contract in accordance with the Trust's Order;

Order means the Trust's written order for the Goods and/or Services as set out in the Trust's purchase order form, including any Specification.

Party or **Parties** means the Trust or the Supplier as appropriate and 'Parties' will mean both of them;

Personal Data means personal data as defined by the General Data Protection Regulation (EU) 2016/679 which is processed by the Supplier on behalf of the Trust in connection with the Contract;

Price means the price (exclusive of any applicable VAT) payable to the Supplier by the Trust under the Contract for the delivery of the Goods and/or Services in accordance with the Order and any Specification;

School term dates/time means the days the Trust's schools are open and pupils are present. This is a maximum of 190 days each academic year, September to August. School term dates and school holiday periods are published on each school's website.

Specification means the written specification, if any, for the Goods and/or Services (including as to quantity, description and quality) provided to the Supplier by the Trust;

Staff means all employees, agents, consultants, contractors and volunteers of the Supplier and/or of any sub-contractor of the Supplier engaged in the provision of the Goods and/or Services;

Supplier means the individual, company, or other legal person supplying the Goods and/or Services to the Trust;

Term means the start date of the Contract to the expiry date, as agreed by the Parties, or as terminated in accordance with the law or the terms of the Contract; and including any period of extension as may be agreed in writing between the Parties;

Trust means Uffculme Academy Trust, this includes schools and academies within the Trust;

Working Days means Monday to Friday inclusive (unless specified differently to take account of school term dates and school holiday closure periods) but excluding bank holidays and public holidays.

2. INTERPRETATION

In this Contract, unless the context makes clear that this is not what is intended:

- a reference to one gender includes all genders;
- words importing the singular include the plural and vice versa;
- headings are for reference only and not interpretation;
- references to statutory provisions include any provision that amends, replaces or supplements them;
- references to numbered clauses are references to the relevant clause in the Contract.

3. GENERAL

This Contract specifies the terms on which the Trust will contract with the Supplier for the Goods and/or Services. The Trust is not bound by any standard or printed terms provided by the Supplier or by any trade, practice or custom, unless the Trust has expressly accepted in writing that such terms may apply in the place of the Contract.

Each of the Parties represents and warrants that it has full capacity and authority and all necessary consents, licences and permission to enter into and perform its obligations under the Contract.

4. VARIATION

Neither the Trust nor the Supplier will be bound by any variation to the Contract except as agreed in writing by both Parties.

The Trust may by written notice to the Supplier request a variation to the scope of the Goods and/or Services. In the event that the Supplier agrees to any such variation, the Price will be subject to fair and reasonable adjustment to be agreed in writing between the Trust and the Supplier. In the absence of agreement, the dispute resolution procedure at clause 22 will apply.

5. SUPPLY OF GOODS AND SERVICES

In consideration of the Trust's agreement to pay the Price, the Supplier will provide the Goods and/or Services to the Trust for the Term in accordance with the Contract:

5.1 with such reasonable skill, care and diligence as may be expected of a competent provider of such Goods and/or Services;

5.2 in accordance with the Specification and any applicable laws and obligations relating to description, quality and fitness for purpose set out in the Specification or implied by sections 12 or 14 of the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982 and all other

legislation and specifications applicable to the provision of the Goods and/or Services;

5.3 with suitably skilled and experienced Staff and in sufficient number;

5.4 in accordance with any timetable stipulated by the Trust. The Supplier will provide all equipment, tools and vehicles and other items as are required to provide the Goods and/or Services.

6. CANCELLATION OF GOODS

The Trust retains the right to cancel an Order for Goods, or any part of the Goods, which have not yet been Delivered to the Trust. The cancellation will be in writing. Without prejudice to the generality of the foregoing, the Trust will pay such Price or that part of the Price for Goods which have been Delivered to the Trust, or on the deemed date of service of the notice of cancellation, are already in transit and the costs of materials which the Supplier has purchased to fulfil the Order for the Goods and which cannot be used for other orders or be returned to the supplier of those materials for a refund. For the avoidance of doubt, the Trust will not be liable under this clause for any loss of anticipated profits or any consequential loss.

7. DELIVERY OF GOODS

The Supplier will Deliver the Goods to the Trust, carriage paid, on or by the Date of Delivery. Unless otherwise agreed in writing by the Trust, Delivery will be on the date and to the address specified in the Order. Delivery of the Goods will be complete once the completion of unloading the Goods at the Delivery address has taken place and an Authorised Officer of the Trust has signed for the Delivery.

Delivery of the Goods will be accompanied by a delivery note which shows the purchase order number and the type and quantity of the Goods.

Unless otherwise stipulated by the Trust, Delivery will only be accepted by the Trust on Working Days during normal business hours in school term time or during school holiday periods by prior arrangement.

Where the Supplier fails to Deliver the Goods or part of the Goods, or the Goods or part of the Goods do not comply with the provisions of clause 5, then without limiting any of its other rights or remedies implied by statute or common law, the Trust will be entitled to i) terminate the Contract; ii) request the Supplier free of charge to Deliver substitute Goods within the timescales specified by the Trust iii) require the Supplier free of charge to repair or replace the rejected Goods or provide a full refund of the Price of the rejected Goods; iv) reject the Goods in whole or in part and return them to the Supplier at the Supplier's own risk and expense and the Trust will be entitled to a full refund on those Goods or part of Goods duly returned; or v) buy the same or similar Goods from another supplier, and recover any expenses incurred in buying goods from another supplier which will include but not be limited to administration costs, chargeable staff time and extra delivery costs.

8. PROPERTY AND GUARANTEE OF TITLE IN GOODS

Without prejudice to any other rights or remedies of the Trust, title and risk in the Goods will pass to the Trust when Delivery of the Goods is complete in accordance with clause 7. The Supplier warrants that it has full, clear and unencumbered title to all the Goods and, at the Date of Delivery of any of the Goods, it will have full and unrestricted right, power and authority to sell, transfer and deliver all of the Goods to the Trust. On Delivery, the Trust will acquire valid and unencumbered title to the Goods.

9. GUARANTEE PERIOD

The Supplier warrants to the Trust that the Goods will continue to comply with the Contract for a period of 12 months from the Date of Delivery and will on demand by the Trust replace any Goods or any part of the Goods stated in writing by the Trust to have failed to comply with the Contract.

10. AUTHORISED OFFICERS

The Parties will each appoint an authorised officer (the 'Authorised Officer') who will have full authority to represent that Party in all matters pertaining to the Contract.

The Parties will notify the other of any changes to the Authorised Officer. The Parties will ensure that their Authorised Officers meet on a regular basis to ensure the smooth running of the Contract and to identify concerns early enough to prevent disputes arising.

11. PREMISES AND EQUIPMENT

If relevant, the Trust will enable the Supplier to gain access to the Trust's premises at any reasonable time for the purpose of supplying the Goods and/or Services. All equipment, tools and vehicles brought onto the Trust's premises by the Supplier will be at the Supplier's risk.

If the Supplier supplies all or any of the Services from the Trust's premises, on completion of the Services or on termination or expiry of the Contract, the Supplier will promptly vacate the Trust's premises, remove the Supplier's equipment, materials and rubbish and leave the Trust's premises in a clean, safe and tidy condition. The Supplier will be responsible for making good any damage to the Trust's premises or any objects on the premises which is caused by the Supplier, other than through fair wear and tear.

The Trust will be responsible for maintaining the security of its premises. While on the Trust's premises, the Supplier's Staff will comply with the Trust's security requirements at all times.

Any equipment which the Trust may agree to provide to the Supplier for the purposes of the Contract will remain the property of the Trust and will be used by the Supplier's Staff only for the purpose of carrying out the Contract. Such equipment will be returned promptly to the Trust on termination or expiry of the Contract.

The Supplier will reimburse the Trust for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier's Staff.

12. STAFF

If the Trust believes that any of the Supplier's Staff are unsuitable to undertake work in respect of the Contract, it may, acting reasonably and by giving written notice to the Supplier, refuse admission to the relevant person to the Trust's premises, direct the Supplier to end the involvement of the relevant person in the provision of the Services and require the Supplier to replace any person removed with another suitably qualified person, and the Supplier will comply with any such notice.

The Supplier will, if requested in writing, provide the Trust with the names and any other relevant information, of all persons who may require admission to the Trust's premises in connection with the Contract and procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Trust.

13. DISCLOSURE AND BARRING SERVICE CHECKS

The Trust may, in accordance with its Child Protection and Safeguarding policies and procedures, require the Supplier to ensure that any person employed in the provision of the Goods and/or Services has undertaken a Disclosure and Barring Service check at a level specified by the Trust. The Supplier will ensure that no person who discloses

that he or she has a conviction that is relevant to the nature of the Services, relevant to the work of the Trust, or is of a type otherwise advised by the Trust (each such conviction a 'Relevant Conviction'), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Goods and/or Services.

14. PRICE

In return for the Supplier providing the Goods and/or Services in accordance with the Contract, the Trust will pay the Supplier the Price as set out in the Order. The Price is fixed for the Term unless otherwise confirmed by the Trust in writing. The Price does not include VAT which if applicable will be paid by the Trust to the Supplier at the prevailing rate in addition to the Price. The Price will include every cost and expense of the Supplier incurred in connection with the provision of the Goods and/or Services.

15. PAYMENT

Subject to the Supplier having met all its obligations under the Contract, the Trust will pay the Price for the Goods and/or Services within 30 days of receipt of a correct invoice from the Supplier bearing the purchase order number, which invoices will be sent electronically to the Central Finance Team at the Trust as instructed on the Order. Failure to quote the purchase order number may delay payment and result in the invoice being returned to the Supplier. The Supplier will ensure they are in receipt of the purchase order number before the Goods and/or Services are supplied.

The Trust may, without prejudice to any other rights and remedies under the Contract, withhold or reduce the Price on reasonable notice in the event of unsatisfactory performance.

If any sum of money is recoverable from or payable by the Supplier under the Contract (including any sum which the Supplier is liable to pay the Trust in respect of any breach of the Contract) that sum may be deducted unilaterally by the Trust from any sum then due or which may become due to the Supplier under the Contract or under any other agreement or contract with the Trust.

16. MONITORING AND INSPECTION OF SERVICES

The Supplier will allow the Trust's Authorised Officer to inspect and observe the performance of the Services and to investigate complaints at all reasonable times on reasonable prior notice.

The Supplier will attend meetings with the Trust on reasonable notice, as required.

The Supplier will meet its own costs in attending such meetings.

The Supplier will meet any key performance indicators set by the Trust for the performance of the Supplier's obligations under the Contract.

17. RECORDS

The Supplier will maintain until six years after the Contract has been completed full and accurate records of the Contract and the Goods and/or Services provided under it, any expenditure reimbursed and any payments made by the Trust. The Supplier will on reasonable notice afford the Trust access to such records as may be required by the Trust in connection with the Contract.

18. CONFIDENTIALITY, FREEDOM OF INFORMATION AND PUBLIC

ANNOUNCEMENTS

The Supplier and its Staff will ensure that all Confidential Information obtained under or relating to the Contract is only used for the purposes of the Contract and will not be disclosed to anyone else except as permitted by the Contract.

The confidentiality obligations under this clause will not apply to any Confidential Information which is required to be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirement for disclosure under the Freedom of Information Act 2000.

The Supplier will not make any press announcements or publicise the Contract except with the prior written consent of the Trust.

The Supplier recognises that the Trust is subject to the Freedom of Information Act 2000 (FOIA) and will co-operate with and assist the Trust at its own expense to enable the Trust to meet its information disclosure obligations under the Act. In particular, the Supplier will transfer all requests for information to the Trust within 2 Working Days of receiving a request for information and provide the Trust with a copy of any information in its possession in the form that the Trust requires within 5 Working Days of the Trust requesting that information. The Trust will not provide commercially sensitive information to a third party under the Act unless prior to such disclosure the Trust has informed the Supplier of the request for such information and given the Supplier the opportunity to make representations about what material should be disclosed. The Trust will be responsible for determining in its absolute discretion whether any information relating to the Supplier or to the Goods and/or Services is exempt from disclosure in accordance with the FOIA.

The provisions of this clause will survive the termination or expiry of the Contract.

19. DATA PROTECTION

The Supplier (the 'Processor') and the Trust (the 'Controller') will comply with the requirements of the UK General Data Protection Regulation (UK GDPR), tailored by the Data Protection Act 2018, in so far as they relate to the Goods and/or Services provided under the Contract. The Processor will:

- only act on the written instructions of the Controller (unless required by law to act without such instructions);
- ensure that staff processing personal data are subject to a duty of confidence and have received recent Data Protection training;
- have appropriate technical safeguards in place to ensure the security of the personal data;
- only engage a sub-processor with the prior consent of the Controller and a written contract;
- assist the Controller in providing subject access and allow data subjects to exercise their rights under the UK GDPR;
- assist the Controller in meeting its UK GDPR obligations in relation to the security of the processing, the notification of Personal Data breaches and data protection impact assessments;
- delete or return all Personal Data to the Controller as requested at the end of the Contract; and submit to audits and inspections
- provide the Controller with whatever information it needs to ensure both Parties are meeting their GDPR Article 28 obligations, and tell the Controller immediately if it is asked to do something infringing the UK GDPR or EU GDPR

The Processor will provide the following information to the Controller: the subject matter and of the processing, the nature and purpose of the processing, the type of personal data and categories of data subject.

20. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in any materials provided by the Trust to the Supplier for the purposes of the Contract will remain the property of the Trust but the Trust grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Contract for the sole purpose of the Contract.

All intellectual property rights in any materials created or developed by the Supplier to meet the requirements of the Contract will vest in the Supplier. So far as may be necessary for the Trust to be able to continue to use the Goods or provide the Services after termination or expiry of the Contract, the Supplier will grant to the Trust a non-exclusive, perpetual, irrevocable royalty free licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed to meet the requirements of the Contract.

The Supplier will indemnify the Trust in full against all costs, expenses, damages and losses (whether direct or indirect) awarded against or incurred or paid for by the Trust as a result of, or in connection with, any claim made against the Trust for actual or

alleged infringement of a third party's intellectual property arising out of the supply of the Goods or the use of the Services.

The provisions of this clause will survive the termination or expiry of the Contract.

21. BREACH

If either Party fails to fulfil its obligations under the Contract (a 'Breach'), the other Party may serve on it a Breach Notice which specifies the Breach, the remedial action to be taken and the time within which such action must be taken.

On receipt of a Breach Notice the Party at fault will remedy the Breach within the time specified in the Breach Notice.

Failure to remedy the Breach may be actioned by the Trust under clause 27.

22. DISPUTE RESOLUTION

Any dispute arising in connection with the Contract will first be addressed by direct personal contact between the Authorised Officers. If the dispute has not been resolved by the Authorised Officers within 10 Working Days during school term time, the matter will be referred to be resolved by direct contact between more senior officers representing both Parties.

If the dispute has not been resolved by such senior officers within a further 20 Working Days during school term time, the matter may be referred at the option of either Party within a further 10 Working Days to mediation in accordance with the model mediation procedure for the time being of the Centre for Effective Dispute Resolution.

If the dispute is referred to the Centre for Effective Dispute Resolution, the Parties will engage with the model mediation procedure in good faith.

This clause will not apply after a notice of termination has been served in accordance with clause 27.

23. FORCE MAJEURE

Neither Party will be liable for any delay in performing any of its obligations under the Contract if such delay is caused by circumstances beyond its reasonable control ('a Force Majeure Event'). A Party experiencing a Force Majeure Event will promptly notify the other Party in writing when such circumstances arise and use all reasonable endeavours to resume performance as soon as possible. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Contract by written notice to the other Party.

24. LIABILITY AND LIMITATION OF LIABILITY

Subject to the following provisions of this clause, each Party will indemnify the other in full, from and against all losses, damages, costs, expenses, liabilities, claims or proceedings arising out of, or in respect of, or in connection with the Contract caused directly by any act or omission of the other Party.

Except in respect of fraud or death or personal injury caused by the negligence of the Party at fault (for which no limitation applies) neither Party will be liable to the other for any loss of profit, loss of business, loss of revenue, loss of anticipated savings or loss of use or value or any indirect, special or consequential loss however arising.

Except in respect of death or personal injury, the entire liability of each Party under or in connection with the Contract will not exceed a sum equal to 125% of the Price paid or payable to the Supplier in respect of the year in which such liability arose.

The Supplier's liability in the event of any infringement of third Party intellectual property rights in the supply of the Goods and/or Services will be unlimited.

25. INSURANCE

The Supplier will take out and maintain insurance appropriate to the provision of the Goods and/or Services, to at least the statutory required limit. The Supplier will provide to the Trust on request copies of the insurance policies and evidence that they are in force.

26. COMPLIANCE

The Supplier will comply with the Health and Safety at Work etc. Act 1974 and with the Trust's health and safety measures while on the Trust's premises and notify the Trust immediately in the event of any incident on the Trust's premises giving rise to personal injury or damage to property. The Supplier will promptly notify the Trust of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract.

The Supplier will perform its obligations under the Contract in accordance with all applicable equality legislation and take all reasonable steps to secure the observance of such by all Staff.

The Supplier will not offer, give or agree to give anything to any person an inducement or reward for doing, refraining from doing or for having done or refrained from doing any act in relation to the obtaining or execution of the Contract or for showing or refraining from showing favour or disfavour to any person in relation to the Contract.

The Supplier will take all reasonable steps to prevent fraud by its Staff and the Supplier in connection with the Contract and will notify the Trust immediately if it has reason to suspect that any fraud has occurred or is likely to occur.

27. TERMINATION

The Trust may terminate the Contract at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Contract is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

Either Party may terminate the Contract immediately by written notice if the other Party has: i) committed a fundamental Breach of the Contract; ii) committed a Breach and has not remedied the Breach as required by clause 21 or iii) committed a Breach which is not capable of remedy.

The Trust may terminate the Contract immediately by written notice in the event that the Supplier becomes insolvent, or if any order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction) or if an administrator or administrative receiver is appointed in respect of all or part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt in any jurisdiction.

The Trust may terminate the Contract by written notice with immediate effect if the Supplier undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988 which impacts adversely and materially on the performance of the Contract. The Trust may only exercise this right within 3 months after receiving written notice giving full details of the change of control.

The Trust may terminate the Contract immediately by written notice if the Supplier or its Staff commit an offence under the Bribery Act 2010 or section 117(2) of the Local Government Act 1972.

The Supplier may terminate the Contract by written notice to the Trust if the Trust has not paid any undisputed amount within 90 days of it falling due.

28. CONSEQUENCES OF TERMINATION

Termination of the Contract will not affect any right of either Party that has arisen before termination.

Any provision of the Contract that is expressly or by implication intended to have effect after termination will continue in force for the intended period.

On termination or expiry of the Contract, the Supplier will give all reasonable assistance to the Trust and any incoming supplier and return all requested documents, information and data to the Trust as soon as reasonably practicable.

29. ASSIGNMENT AND SUB-CONTRACTING

The Supplier will not assign, novate, sub-contract or in any way dispose of the benefit or burden of the Contract without the prior written consent of the Trust.

If the Supplier sub-contracts its obligations under the Contract, it will nevertheless be liable for the performance of its sub-contractor. Sub-contracting any part of the Contract will not relieve the Supplier of any obligation or duty owed to the Trust under this Contract.

Where the Supplier enters into a sub-contract for the purpose of performing its obligations under the Contract, it will ensure that a provision is included in such subcontract which requires payment to be made of all sums due by the Supplier to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

The Trust may assign, novate or otherwise dispose of its rights and obligations under the Contract without the consent of the Supplier.

30. NOTICES

Any notice to be given by either Party to the other under the Contract will be in writing and may be personally delivered or sent by first class post to the address of the other Party as set out on the Order or as otherwise notified in writing.

Provided the notice is not returned, it will be deemed to have been received if delivered by hand before 4pm on a Working Day, at the time of delivery, otherwise receipt will be deemed to occur at 9am on the next following Working Day, or, if delivered by first class mail, 2 Working Days after the day of posting.

In proving the giving of a notice, it will be sufficient to prove that the notice was left or that the envelope containing the notice was properly addressed and posted.

The Supplier may not give notice by email.

31. WAIVER

Failure by either Party to insist on strict performance of the Contract or to exercise any right or remedy on Breach of any provision of the Contract will not constitute a waiver of the Contract or a waiver of any subsequent Breach in the performance of the Contract.

The rights and remedies provided in this Contract are cumulative and not exclusive of any rights and remedies provided by law.

32. SEVERABILITY

If one or more of the provisions of this Contract are or become to any extent invalid or unenforceable under any applicable law, then the remainder of the Contract will continue in full force and effect.

If this happens, both Parties will negotiate in good faith to amend the provision concerned in such a way that as amended it is valid and enforceable and to the maximum extent possible meets the original intention of the Parties.

33. STATUS OF THE PARTIES

The Supplier is an independent contractor and the Contract is not intended to, nor will it create, any agency, partnership or joint venture.

Neither Party will hold itself out as being entitled to represent or bind the other in any way.

34. THIRD PARTY RIGHTS

The Contract does not and is not intended to provide any third party with any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

35. TUPE

At any time during the last 6 months of the Term, the Supplier will provide to the Trust within 10 Working Days of a written request, such information as the Trust may reasonably require in respect of TUPE. The Supplier will comply with its confidentiality obligations in relation to any information supplied and will permit the Trust to use the information for the purposes of TUPE and re-tendering.

If TUPE applies on termination of this Contract, the Supplier agrees to indemnify the Trust fully and to hold it harmless at all times from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities whatsoever in any way connected with or arising from or relating to the provision of employee liability information and the Supplier agrees to indemnify the Trust from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities in connection with or as a result of any claim or demand by any Staff or other personnel or person claiming to be an employee of the Supplier on any date upon which the Contract is terminated and/or transferred to any third party ('Relevant Transfer Date') arising out of their employment or its termination whether such claim or claims arise before or after the Relevant Transfer Date.

In the event that the information provided by the Supplier becomes inaccurate, whether due to changes to the employment and personnel details of the affected Staff made subsequent to the original provision of such information or by reason of the Supplier becoming aware that the information originally given was inaccurate, the Supplier will notify the Trust of the inaccuracies and provide the amended information within 10 Working Days.

The provisions of this clause will survive the termination or expiry of the Contract.

36. IR35 RULES AND EMPLOYMENT STATUS

The Supplier agrees to notify the Trust as soon as reasonably practicable in the event of a change in the employment status of the Supplier during the period of the Contract within the meaning of Part Chapter 8 of the Income Tax (Earnings and Pensions) Act 2003 ('the IR35 Rules') and to provide all such information regarding the same as may be reasonably requested by the Trust.

The Supplier will indemnify the Trust fully against all claims, proceedings, actions, damages, legal costs, expenses and other liabilities arising from the Supplier's failure to comply with this clause.

37. MODERN SLAVERY

The Supplier warrants and undertakes that in performing its obligations under the Contract it will comply with the Modern Slavery Act 2015 and not engage in any activity, practice or conduct that would constitute an offence under the Act. The Supplier will include in its sub-contracting arrangements provisions that are at least as onerous as those set out in this clause.

38. CHANGE IN LAW

The Supplier will not be relieved of its obligations to supply the Goods or perform the Services under this Contract as a result of a change in law if the change and its effect are known at the beginning of the Term.

If a change in law occurs or is shortly to occur which will significantly affect the provision of the Goods and/or Services including the cost of doing so, the Supplier will notify the Trust to express an opinion of the likely effects of the change including whether any change is required to the Goods and/or Services or the Contract and whether the Supplier requires any relief from compliance with its obligations.

If the Parties agree upon the effects of the change in law and any financial consequences, such agreement will be implemented through the variation provisions of clause 4. In the case of a dispute, it will be resolved in accordance with the dispute resolution provisions of clause 22.

39. ENTIRE AGREEMENT

This Contract is the exclusive statement of the agreement between the Parties in relation to the supply of the Goods and/or Services and it supersedes all previous communications, representations, arrangements and agreements between the Parties.

Each of the Parties acknowledges and agrees that in entering into the Contract it does not rely on any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Contract.

40. GOVERNING LAW AND JURISDICTION

The Contract is governed by and will be interpreted in accordance with the law of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.