



Hull College Further Education Corporation

Agreement for the Purchase of Goods and/or Services

The Agreement consists of the Terms and Conditions in Part A and the Agreement Particulars in Part B.

Part A - Terms and Conditions

1. Definitions and Interpretation

1.1 In these Conditions, the following definitions apply:

“Agreement” means the contract between the College and the Supplier for the sale and purchase of the Goods and/or the supply and acquisition of the Services, incorporating the Conditions and the Agreement Particulars;

“Agreement Particulars” means the attached document which sets out the particulars of the Agreement;

“the College” means the entity in the College’s Group identified in the Agreement Particulars as the purchaser (or, in the absence of any such entity being identified, Hull College Further Education Corporation);

“the College’s Group” means Hull College Further Education Corporation, one of whose principal places of business is at Queens Gardens, Hull, HU1 3DG, and its subsidiaries and associated companies and undertakings;

“Conditions” means the standard terms and conditions set out in this document and (unless the context otherwise requires) any additional terms and conditions set out in the Agreement Particulars or otherwise agreed in writing between the College and the Supplier;

“Data Controller”, “Data Processor”, “Data Subject”, “Processing” and “Process” have the respective meanings (or their corresponding equivalent meanings) set out in the applicable DP Legislation;

“Deliverables” means all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts), including but not limited to any of the same which are identified or otherwise referred to in the Agreement Particulars;

“DP Legislation” means the General Data Protection Regulation (Regulation (EU) 2016/679) (“**GDPR**”), the Data Protection Act 2018 and all other laws and regulations from time to time relating to the processing of personal data, including any which implement the GDPR or create broadly equivalent law in the United Kingdom;

“FOI Legislation” means the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and all regulations made thereunder from time to time and any superseding or amending enactment and regulations;

“Goods” means any goods (including any instalment, component, part of or raw materials used in such goods) to be supplied by the Supplier under the Agreement as described in the Agreement Particulars and any related specification agreed between the parties in writing;

“Intellectual Property Rights” means all patents, rights to inventions, copyright and related rights, trade marks, trade, business and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database 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;

“Payment Schedule” means, if applicable, the payment schedule set out in the Agreement Particulars;

“Personal Data” has the meaning set out in the applicable DP Legislation and relates only to personal data, or any part of such personal data, in respect of which the Supplier is not the Data Controller and in relation to which the Supplier is providing services under the Agreement;

“Services” means any services (including without limitation any Deliverables) to be provided by the Supplier under the Agreement as described in the Agreement Particulars and any related specification agreed between the parties in writing;

“Supplier” means the person, firm or company so described in the Agreement Particulars from whom the College purchases the Goods and/or Services; and

“Supplier’s Group” means the Supplier, its subsidiaries, its holding companies and the subsidiaries of its holding companies from time to time.

1.2 In these Conditions:

1.2.1 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted and includes any subordinate legislation made under that statute or statutory provision as amended or re-enacted; and

1.2.2 except where otherwise stated in these Conditions, any reference to the phrase **“in writing”** includes email, and **“written”** shall be construed accordingly.

2. Basis of Purchase

2.1 The contents of the Agreement Particulars constitute an offer by the College to purchase the Goods and/or acquire the Services from the Supplier subject to and in accordance with these Conditions.

2.2 The Agreement Particulars shall be deemed to be accepted, and the Agreement shall come into existence, on the date on which the Agreement Particulars have been signed by both parties (notwithstanding any purported incorporation of terms other than these Conditions) or, if earlier, on the date of any act by the Supplier consistent with fulfilling the subject matter of the Agreement Particulars (such as delivering any Goods or performing any Services).

2.3 These Conditions cancel and supersede any earlier conditions of purchase of the College and shall govern the Agreement to the exclusion of any other terms and conditions that the Supplier purports to impose or incorporate under any quotation, confirmation of order, specification or other document, or which are implied by trade, custom, practice or course of dealing, and the Supplier waives any right which it may have to rely on any such terms and conditions.

2.4 No variation to the Agreement Particulars or these Conditions shall be binding unless agreed in writing and signed by a duly authorised representative of the College.

3. Supply of Goods

- 3.1 The Supplier shall ensure, and warrants that, the Goods shall:
- 3.1.1 correspond with the quantity, quality, description, packaging and labelling, and any related specification or sample, as specified or referred to in the Agreement Particulars or as otherwise agreed in writing by the College;
 - 3.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the College, expressly or by implication, and in this respect the College relies upon the Supplier's skill and judgment;
 - 3.1.3 be free from defects in design, materials and workmanship and remain so for such period specified or referred to in the Agreement Particulars or, where no period is specified, for 12 months after delivery; and
 - 3.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.2 The Supplier shall ensure that at all times it has and maintains all licences, permissions, authorisations, consents and permits that it needs to perform its obligations under the Agreement in respect of the Goods.
- 3.3 The College shall have the right to inspect and test the Goods at any time before delivery. If following any such inspection or testing the College considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings in condition 3.1 above, the College shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.4 Notwithstanding any inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Agreement, and the College shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

4. Delivery of Goods

- 4.1 The Supplier shall ensure that:
- 4.1.1 the Goods are properly packed and secured in such a manner as to enable them to reach their destination in good condition; and
 - 4.1.2 each delivery of the Goods is accompanied by a delivery note which shows any applicable purchase order number (as notified to the Supplier by the College), the description and quantity of the Goods, any special storage instructions and, (subject to condition 4.4 below) if the Goods are delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 4.2 The Supplier shall deliver the Goods:
- 4.2.1 to the College's principal place of business address or as otherwise instructed by the College before delivery;

- 4.2.2 on the relevant date(s) stated in the Agreement Particulars or, if no such date is specified, within 28 days of the date on which the Agreement Particulars have been signed by the College. Time of delivery of the Goods is of the essence of the Agreement; and
- 4.2.3 during the College's normal hours of business or as otherwise instructed by the College before delivery.
- 4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the agreed delivery location as directed by the College.
- 4.4 The Supplier shall not deliver the Goods in instalments without the College's prior written consent. Where the College agrees in writing that the Goods are to be delivered by instalments, each instalment shall be invoiced and paid for separately. The Supplier's failure to deliver any one instalment on time or at all or any defect in an instalment shall entitle the College to the remedies set out in condition 6 below.
- 4.5 Risk of damage to or loss of the Goods shall pass to the College upon delivery to the College in accordance with the Agreement. Transit and offloading of the Goods shall be at the Supplier's risk.
- 4.6 Title in the Goods shall pass to the College upon delivery or, where payment for the Goods is made prior to delivery, at such time as payment is made.
- 4.7 The College shall not be obliged to return to the Supplier any packaging or packing materials for the Goods, whether or not any Goods are accepted by the College.
- 4.8 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 will be and will remain at the Supplier's risk and will be returnable or collectable at the Supplier's expense.
- 4.9 The Supplier shall give the College prior written notice of (a) any delivery of the Goods or items accompanying the Goods having toxic or other hazards to the safety or health of persons or property and shall provide full details of such hazards and of all precautions which should be taken by the College in respect of the delivery, storage, handling, installation and use of the Goods or items including all necessary information to enable the College to comply with all relevant legislation relating to the Goods or items and/or such hazards; and (b) any delivery of Goods which are perishable or of limited lifespan and of any circumstances which may adversely affect the lifespan of such Goods.
- 4.10 If for any reason the College is unable to accept delivery of any Goods when they are due for delivery the Supplier shall store such Goods in a secure manner until the College is ready to accept delivery.
- 4.11 Without prejudice to any other right or remedy of the College, where under the terms of any warranty or guarantee given by the College on the resale of the Goods or on the sale of any goods in which the Goods are comprised, the College is responsible for or has agreed to the repair or replacement of the Goods, the Supplier shall, if requested by the College, repair or replace the Goods and reimburse or pay to the College all transport and labour costs incurred by the College in satisfying the claim under such warranty or guarantee.

5. Supply of Services

- 5.1 The Supplier shall provide the Services to the College in accordance with the terms of the Agreement.

- 5.2 The Supplier shall meet any performance dates for the Services specified in the Agreement Particulars or otherwise notified to the Supplier by the College. Time of performance of the Services is of the essence of the Agreement.
- 5.3 In providing the Services, the Supplier shall:
- 5.3.1 co-operate with the College in all matters relating to the Services, and comply with all instructions of the College;
 - 5.3.2 use the best care, skill and diligence in accordance with the best practice in the Supplier's industry, profession or trade;
 - 5.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number, to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
 - 5.3.4 ensure that the Services and Deliverables will conform with all descriptions and specifications set out or otherwise referred to in the Agreement Particulars or otherwise agreed between the parties, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the College;
 - 5.3.5 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the College, will be free from defects in workmanship, installation and design;
 - 5.3.6 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - 5.3.7 obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
 - 5.3.8 observe and comply with all health, safety and safeguarding rules and regulations and any other security requirements that apply at any of the College's premises (as may be amended from time to time by the College), and the Supplier shall notify the College as soon as practicable of any health and safety hazards or safeguarding risks at the College's premises of which the Supplier becomes aware; and
 - 5.3.9 hold all materials, equipment and tools, drawings, specifications and data supplied by the College to the Supplier in safe custody at the Supplier's own risk, maintain them in good condition until returned to the College, and not dispose of or use them other than in accordance with the College's written instructions or authorisation.

6. The College's Remedies

- 6.1 If the Supplier fails to deliver the Goods and/or perform the Services on or by the agreed date or dates, the College shall, without limiting its other rights or remedies, have any one or more of the following rights:
- 6.1.1 to terminate the Agreement with immediate effect by giving written notice to the Supplier;
 - 6.1.2 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;

- 6.1.3 to recover from the Supplier any costs or expenditure incurred by the College in obtaining substitute goods and/or services from a third party;
 - 6.1.4 where the College has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier; and
 - 6.1.5 to claim damages for any additional costs, losses or expenses incurred by the College which are in any way attributable to the Supplier's failure to meet such dates.
- 6.2 Without prejudice to any other right or remedy which the College may have, if any Goods are not supplied or Services are not performed in accordance with, or the Supplier fails to comply with, any term of the Agreement, the College shall be entitled to any one or more of the following remedies at its discretion (whether or not any part of the Goods or Services has been accepted by the College):
- 6.2.1 to terminate the Agreement with immediate effect by giving written notice to the Supplier;
 - 6.2.2 to reject all or any part of the Goods and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid immediately by the Supplier;
 - 6.2.3 to reject the Services (in whole or in part) on the basis that a full refund for the Services so rejected shall be paid immediately by the Supplier;
 - 6.2.4 at the College's option, to require the Supplier at the Supplier's expense either to remedy any defect in the Goods or the Services or to supply replacement Goods and/or Services and carry out any other necessary work to ensure that the terms of the Agreement are fulfilled;
 - 6.2.5 to refuse to accept any further deliveries of the Goods or performance of the Services but without any liability to the Supplier;
 - 6.2.6 to carry out at the Supplier's expense any work necessary to make the Goods or Services comply with the Agreement;
 - 6.2.7 to recover from the Supplier any costs incurred by the College in obtaining substitute goods and/or services from a third party; and
 - 6.2.8 to claim such damages as may have been sustained in consequence of the Supplier's breach of the Agreement.
- 6.3 The College shall not be deemed to have accepted any Goods or Services until the College has had a reasonable time to inspect them following delivery or performance or, if later, within a reasonable time after any defect in the Goods or Services has become apparent.
- 6.4 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 6.5 The College's rights under the Agreement are in addition to its rights and remedies implied by statute and common law.

7. The College's Obligations

The College shall:

- 7.1 provide the Supplier with reasonable access at reasonable times to the College's premises for the purpose of providing the Services; and
- 7.2 provide such information as the Supplier may reasonably request for the provision of the Services and the College considers reasonably necessary for the purpose of providing the Services.

8. Price and Payment

- 8.1 The price for the Goods:
 - 8.1.1 shall be the price set out in the Agreement Particulars; and
 - 8.1.2 unless otherwise agreed in writing by the College, shall be inclusive of the costs of packaging, insurance and delivery of the Goods. No extra charges shall be effective unless agreed in writing by the College.
- 8.2 The price for the Services shall be as set out in the Agreement Particulars, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the College, the price shall include all costs and expenses (including any travel and accommodation expenses) incurred in connection with the performance of the Services.
- 8.3 Unless otherwise stated in the Payment Schedule and subject to condition 8.12.4, the Supplier shall invoice the College on or at any time after delivery of the Goods or completion of the Services (as the case may be). Each invoice shall include such supporting information required by the College to verify the accuracy of the invoice, including but not limited to any relevant purchase order number. Each invoice shall be sent to the College by email to financeoffice@hull-college.ac.uk or to such other address as the College shall notify to the Supplier in writing.
- 8.4 The College shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier.
- 8.5 Unless otherwise agreed in writing with the Supplier, the College shall pay the invoiced amounts by no later than the end of the month following the month of receipt by the College of a correctly rendered invoice to a bank account nominated in writing by the Supplier or, if later, by no later than the end of the month following the month in which the Goods and/or Services have been accepted by the College. Time for payment shall not be of the essence of the Agreement.
- 8.6 All amounts payable by the College under the Agreement are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Agreement by the Supplier to the College, the College shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or the Services at the same time as payment is due for the supply of the Goods and/or Services.
- 8.7 If the College fails to make any payment due to the Supplier under the Agreement by the due date, then the College shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this condition 8.7 will accrue each day at 3% a year above the Bank of England's base rate from time to time, but at 3% a year for any period when that base rate is below 0%.
- 8.8 The Supplier shall keep and maintain, until 6 years after the Agreement has been completed or for such alternative period as may be agreed between the parties, complete and accurate records of the Goods and Services provided under the Agreement and all related payments made by the College

(including any records required under condition 8.12.7), and the Supplier shall allow the College to inspect such records at all reasonable times upon request.

- 8.9 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the College in order to justify withholding payment of any such amount in whole or in part.
- 8.10 The Supplier is not entitled to suspend deliveries of the Goods or performance of the Services in connection with any sums being outstanding from the College, or any other dispute, under the Agreement or any other arrangement with the College.
- 8.11 The College shall be entitled to apply any sum due from the College to the Supplier or any other member of the Supplier's Group in full or part settlement of any sum due from the Supplier or any member of the Supplier's Group under the Agreement or any other contract to the College. The College shall give to the Supplier or to such member of the Supplier's Group a good receipt for such sum. The Supplier shall procure that each member of the Supplier's Group agrees to the operation of this condition 8.11.
- 8.12 Where the College has agreed in writing that the Supplier shall provide Services on a time and materials basis:
- 8.12.1 the charges payable by the College for the Services shall be calculated in accordance with the Supplier's daily fee rates as set out in the Agreement Particulars;
- 8.12.2 the Supplier's daily fee rates for each individual person engaged in the provision of the Services shall be calculated on the basis of an eight-hour day, worked between 8.00am and 5:00pm on weekdays (excluding public holidays);
- 8.12.3 the Supplier shall ensure that every individual whom it utilises to provide the Services completes time sheets recording their time spent on the Services, and the Supplier shall use such time sheets to calculate the charges covered by each invoice submitted pursuant to condition 8.12.4 below;
- 8.12.4 the Supplier shall submit an invoice to the College in respect of its charges for the Services provided in the immediately preceding month, together with any agreed expenses, materials and third party costs, immediately following the end of the month in which the Services have been provided, calculated in accordance with this condition 8.12;
- 8.12.5 any price for the Services contained in the Agreement Particulars shall not, unless otherwise stated in the Agreement Particulars or agreed in writing by the College and the Supplier, include the costs of hotel, subsistence, travelling or any other ancillary expenses incurred by the individuals whom the Suppliers utilises in connection with the Services, the cost of any materials or the cost of services provided by third parties and required by the Supplier in order to provide the Services. The Supplier shall invoice the College at cost for any such expenses, materials and third party services which are reasonably incurred by the Supplier, provided that the Supplier shall obtain the College's prior written approval of the amount before incurring any such expenses, material costs or third party service costs;
- 8.12.6 the College shall only be required to pay any amount invoiced by the Supplier pursuant to condition 8.12.5 where the College is satisfied that the Supplier has provided sufficient receipts to evidence the relevant expenditure; and
- 8.12.7 the Supplier shall maintain complete and accurate records of all time spent and materials used by the Supplier in providing the Services in such form as the College shall require from

time to time. The Supplier shall permit the College to inspect and audit such records at all times immediately on request.

9. Indemnity and Insurance

9.1 The Supplier shall indemnify and hold harmless the College in full from and against all costs, actions, claims, demands, liabilities, expenses, damages and losses (including but not limited to direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, fines and legal costs and all other professional fees and expenses) awarded against, suffered or incurred or paid by the College arising as a result of or in connection with:

9.1.1 any claim against the College by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods or any Deliverables, to the extent that the defect in the Goods or Deliverables is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

9.1.2 any claim made against the College by a third party arising out of, or in connection with, the supply of the Goods or Services, to the extent that such claim arises out of breach, negligent performance or failure or delay in performance of the Agreement by the Supplier;

9.1.3 any claim made against the College for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the possession, manufacture, supply or use of the Goods, or receipt, use or supply of the Services; or

9.1.4 any breach by the Supplier of:

- (a) condition 5.3.8;
- (b) condition 15.2; or
- (c) condition 17.

9.2 For the duration of the Agreement and for a period of 5 years thereafter the Supplier shall at all times maintain in force, with a reputable insurance company, in respect of each event or series of connected events:

9.2.1 employer's liability insurance for not less than £10,000,000 (ten million pounds sterling) with no aggregate limit;

9.2.2 professional indemnity insurance for not less than £2,000,000 (two million pounds sterling) with no aggregate limit; and

9.2.3 product liability and public liability insurance for not less than £10,000,000 (ten million pounds sterling) each with no aggregate limit,

or in each case such other amount as may be required or agreed by the College from time to time, and the Supplier shall, on the College's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each such insurance policy.

10. Force Majeure

10.1 Neither party shall be liable to the other as a result of any delay or failure to perform any of its obligations under the Agreement if and to the extent that such delay or failure is caused by an event or circumstance which is beyond that party's reasonable control which by its nature could not have

been foreseen by such party or (if it could have been foreseen) was unavoidable (a “**Force Majeure Event**”), save that illness or shortage of the Supplier’s staff, agents or subcontractors, failure or delay by any of the Supplier’s suppliers to supply goods, components, services or materials and breach of the Supplier’s warranties under conditions 3 and 5 above shall not be Force Majeure Events.

- 10.2 If a Force Majeure Event prevents the Supplier from supplying any Goods and/or Services for more than 28 days, the College shall have the right, without limiting its other rights and remedies, to terminate the Agreement with immediate effect by giving written notice to the Supplier.

11. Termination

- 11.1 Without limiting its rights or remedies, the College may terminate the Agreement with immediate effect by giving written notice to the Supplier if:

11.1.1 the Supplier commits any breach of any of the terms of the Agreement and (if such a breach is capable of remedy) fails to remedy that breach within 14 days of receipt of notice in writing of the breach;

11.1.2 the Supplier 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 (being an individual or partnership) it or any partner is deemed unable to pay its debts or as having no reasonable prospect of doing so, has a bankruptcy order made against it or any partner, or the other party or any partner makes an arrangement or composition with its creditors or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors or (being a body corporate) is deemed unable to pay its debts, convenes a meeting of creditors (whether formal or informal) or enters into liquidation (whether voluntary or compulsory), has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Supplier or notice of intention to appoint an administrator is given by the Supplier or its directors or by a qualifying floating charge holder, or a resolution is passed or a petition presented for the winding up of the Supplier or for the granting of an administration order in respect of the Supplier, or any proceedings are commenced relating to the insolvency or possible insolvency of the Supplier or the Supplier does or suffers anything that is indicative of the insolvency of the Supplier;

11.1.3 any event occurs or proceeding is taken with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 11.1.2 above;

11.1.4 the Supplier suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

11.1.5 there is a change of control of the Supplier (within the meaning of section 1124 of the Corporation Tax Act 2010);

11.1.6 the Supplier purports to assign its rights or obligations under the Agreement; or

11.1.7 the College apprehends that any of the foregoing events is about to occur in relation to the Supplier or that the financial position of the Supplier has deteriorated to such an extent that the Supplier’s capability to adequately perform the Agreement has in the College’s opinion been placed in jeopardy.

- 11.2 Without limiting its other rights or remedies, the College may terminate the Agreement at any time:

11.2.1 in respect of the supply of Services, with immediate effect by giving the Supplier written notice (in which case the College shall pay the Supplier for the Services performed up to the date of termination); and

11.2.2 in respect of the supply of Goods, with immediate effect by giving the Supplier written notice, in which case the College shall pay the Supplier fair and reasonable compensation for any work in progress on any Goods at the date of termination but such compensation shall not include loss of anticipated profits or any indirect or consequential loss,

and in each case the College shall have no further liability to the Supplier.

11.3 In any of the circumstances in these Conditions in which the College may terminate the Agreement, where both Goods and Services are supplied, the College may instead terminate the Agreement in respect of the Goods, or in respect of the Services, and the Agreement shall continue in respect of the remaining supply.

12. Consequences of Termination

Upon termination of the Agreement or any part of it for any reason:

12.1 where the Services are terminated, the Supplier shall immediately deliver to the College all Deliverables, whether or not then complete, and return any materials belonging to the College. If the Supplier fails to do so, the College may without limiting its other rights or remedies enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and shall not use them for any purpose not connected with the Agreement;

12.2 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination; and

12.3 conditions which expressly or by implication have effect after termination shall continue in full force and effect, (including for the avoidance of doubt conditions 1, 2, 3.1, 4.11, 6, 8.8, 8.11, 8.12.7, 9, 13 to 16 inclusive, 18 and 19).

13. Intellectual Property

13.1 In respect of the Goods and any goods that are transferred to the College as part of the Services under the Agreement, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the College, the Supplier will have full and unrestricted rights to sell and transfer all such items to the College.

13.2 The Supplier assigns to the College, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services (including for the avoidance of doubt the Deliverables).

13.3 The Supplier shall obtain waivers of all moral rights in the products of the Services (including for the avoidance of doubt the Deliverables) to which any individual is now or may be at any future time entitled.

13.4 The Supplier 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 Agreement, including all

right, title and interest in and to the Intellectual Property Rights assigned to the College in accordance with condition 13.2 above.

- 13.5 The Supplier shall not use any name, logo or other intellectual property right of the College or any member of the College's Group without the College's prior written consent.

14. Confidentiality

- 14.1 The Supplier shall for the duration of the Agreement and thereafter keep in strict confidence all technical and commercial information, know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by the College or any of the College's employees, agents or subcontractors, and any other confidential information concerning the College's business or its products or its services which the Supplier may obtain. The Supplier shall restrict disclosure of such confidential information to such of its employees, agents and subcontractors as need to know it for the purposes of discharging the Supplier's obligations under the Agreement, and shall ensure that such employees, agents and subcontractors are subject to obligations of confidentiality corresponding to those which bind the Supplier. The Supplier shall not without the prior written consent of the College use any such confidential information for any purpose other than the purposes of discharging the Supplier's obligations under the Agreement.
- 14.2 The Supplier shall not advertise or announce the supply of the Goods and/or the Services to the College without the College's prior written consent.

15. Data Protection

- 15.1 The College and the Supplier acknowledge that for the purposes of the applicable DP Legislation, the Supplier is a Data Processor in respect of any Personal Data.
- 15.2 The Supplier shall:
- 15.2.1 process the Personal Data only for the purposes of performing the Supplier's obligations under the Agreement and only in accordance with the College's lawful written instructions from time to time, including with regard to transfers of the Personal Data outside the European Economic Area or to an international organisation (unless required to do so by any United Kingdom, European Union or EU member state law to which the Supplier is subject; in such a case the Supplier shall inform the College of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest);
 - 15.2.2 keep the Personal Data confidential, disclose and permit access to the Personal Data only to those of the Supplier's employees who need to have such access to perform the Supplier's obligations in the Agreement, and procure that such employees are subject to and abide by such confidentiality obligation;
 - 15.2.3 not disclose, or sub-contract the Processing of, the Personal Data to any third party including but not limited to businesses associated with the Supplier or any of the Supplier's principals, without the College's prior written consent. Where the College provides such consent to disclosure or sub-contracting, the Supplier shall first procure from such third party obligations concerning the security and processing of the Personal Data in a form which shall include the obligations and restrictions contained in this condition 15.2. Where the Supplier subcontracts its obligations under the Agreement to a third party, the Supplier shall remain fully liable to the College for the performance of that third party's data protection obligations;

- 15.2.4 provide the College with copies of the Personal Data as the College may reasonably request from time to time;
- 15.2.5 assist the College as the College may reasonably request from time to time, by using appropriate technical and organisational measures, insofar as that is possible, for the fulfilment of the College's obligations to respond to requests made by Data Subjects under applicable DP Legislation;
- 15.2.6 make available to the College all information necessary to demonstrate compliance with the obligations laid down in this condition 15.2 and applicable DP Legislation, and allow for and contribute to audits including inspections conducted by the College or another auditor mandated by the College. The Supplier shall inform the College if, in the Supplier's opinion, an instruction infringes applicable DP Legislation or any other United Kingdom, European Union or EU member state's data protection provisions to which the College is subject;
- 15.2.7 comply with applicable DP Legislation and take all measures, including but not limited to appropriate technical and organisational measures, required by applicable DP Legislation (including but not limited to article 32 of the GDPR) and all associated primary and secondary legislation when processing the Personal Data;
- 15.2.8 assist the College in ensuring compliance with the College's security obligations set out in applicable DP Legislation (including articles 32 to 36 of the GDPR), taking into account the nature of the Processing and the information available to the Supplier;
- 15.2.9 upon termination of the Agreement, cease Processing such Personal Data provided that the Supplier may continue to hold such Personal Data for archival purposes to the extent and for so long as is necessary to comply with any statutory obligations to hold such Personal Data ("**Archival Period**");
- 15.2.10 upon termination of the Agreement or expiry of any relevant Archival Period (whichever is later), at the College's option delete or return such Personal Data; and
- 15.2.11 notify the College without undue delay in the event that the Supplier breaches any part of this condition 15.2.

16. Freedom of Information

- 16.1 The Supplier acknowledges and agrees that:
 - 16.1.1 the College is a public authority for the purposes of, and is subject to the obligations set out in, the FOI Legislation;
 - 16.1.2 the College may be obliged to disclose to any third party on request information relating to the Agreement, the Services, the Goods or otherwise relating to the Supplier (including but not limited to confidential information); and
 - 16.1.3 the decision whether to disclose the information referred to in condition 16.1.2 is solely a matter for and at the discretion of the College.
- 16.2 The Supplier shall at the Supplier's expense assist and cooperate with the College to enable the College to comply with its obligations under the FOI Legislation.

- 16.3 The College shall not be liable for any loss, damage, harm or detriment suffered by the Supplier, howsoever caused, arising from or in connection with the disclosure under the FOI Legislation of any information whether or not relating to the Agreement, the Services, the Goods or the Supplier.

17. Equality, Human Rights and Environment

- 17.1 The Supplier shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) and shall comply with the College's equality and diversity statements and policies made known to the Supplier from time to time by the College (as may be amended by the College from time to time). The Supplier shall take all reasonable steps to secure the observance of this condition 17.1 by all servants, employees or agents of the Supplier and all suppliers and sub-contractors engaged in performance of the Agreement.
- 17.2 The Supplier shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of the Agreement and the Supplier shall undertake, or refrain from undertaking, such acts as the College requests so as to enable the College to comply with its obligations under the Human Rights Act 1998.
- 17.3 The Supplier shall at all times when performing the Agreement use (and procure that any third parties associated with the performance of the Agreement shall use) reasonable endeavours to conserve energy, reduce waste, phase out the use of ozone depleting substances and minimise the release of greenhouse gases (including carbon dioxide emissions), volatile organic compounds and other substances which may cause damage to the health of any living being and/or to the environment.
- 17.4 The Supplier shall at all times: (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 ("**Relevant Requirements**"); (b) comply with the College's Ethics, Anti-bribery and Anti-corruption Policies, in each case as the College or the relevant industry body may update them from time to time ("**Relevant Policies**"); (c) have and shall maintain in place throughout the term of the Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and the Relevant Policies (including but not limited to by any person performing any aspect of the Agreement) and will enforce them where appropriate; (d) promptly notify the College if any request or demand for financial or other advantage of any kind is received by the Supplier in connection with the performance of the Agreement or if any foreign public official is appointed as an officer or employer or of or acquires an interest in the Supplier; and (e) within two months of the date of the Agreement, and annually thereafter until its completion, termination or expiry, certify to the College in writing signed by an officer of the College, compliance with this condition 17.4 by the Supplier and all persons associated with it. The Supplier shall provide such supporting evidence of compliance as the College may reasonably request.

18. General

- 18.1 A waiver of any right under the Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Agreement 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.
- 18.2 Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party the agent for the other party, for

any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

- 18.3 The Agreement, 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, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales provided that nothing in this condition 18.3 shall limit the right of the College to commence proceedings in any other court of competent jurisdiction.
- 18.4 The Supplier shall not, without the prior written consent of the College, assign, transfer, charge, create a trust in, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.
- 18.5 The College may at any time assign, transfer, charge, subcontract, novate or deal in any other manner with any of its rights and obligations under the Agreement to any third party or agent. The Supplier warrants and represents that it will (at the College's reasonable expense) execute all such documents and carry out all such acts, as reasonably required to give effect to this condition 18.5.
- 18.6 Except where otherwise stated in these Conditions, a person who is not a party to the Agreement shall not have any rights under or in connection with it, save that any member of the College's Group may enforce the terms and benefit of the Agreement.
- 18.7 Except where otherwise stated in these Conditions, any notice or other communication:
- 18.7.1 required to be given to a party under or in connection with the Agreement shall be in writing and shall be delivered to the other party personally or sent by prepaid first class post or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by email. For the purposes of this condition 18.7.1, the email address for each party shall be as set out in the Agreement Particulars or otherwise notified by the Supplier to the College in writing; and
- 18.7.2 shall be deemed to have been duly received if delivered personally, when left at the address referred to in condition 18.7.1 above, or if sent by pre-paid first class post, at 9:00am on the second business day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by email, on the next business day after transmission,
- provided that this condition 18.7 shall not apply to the service of any proceedings or other documents in any legal action.
- 18.8 Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.
- 18.9 If a court or any other competent authority finds that any provision (or part of any provision) of the Agreement is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected.
- 18.10 If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

19. Additional Provisions

The parties acknowledge and agree that the provisions of the following schedules apply to the Agreement to the extent that they have been referred to in the Agreement Particulars: the TUPE Schedule; the Pensions Schedule (each of which are attached to these Conditions as Appendices if applicable).

Part B - Agreement Particulars

College Purchase Order Number	[insert]
College's designated point of contact and email address	[insert]
College Group member(s) to which Agreement relates	[insert - if this will be any of the Colleges operated by Hull College Further Education Corporation (i.e. Hull, Harrogate or Goole) this should make clear that the legal entity entering into the Agreement is still Hull College Further Education Corporation]
Supplier full legal name, company number (if applicable), address and email address	[insert]
Price	[insert total VAT-exclusive price/charges payable by the College to Supplier/calculation method/rates etc]
Payment Schedule	<p>[insert details where the payment arrangement will be anything other than payment on invoice following delivery/completion of the Goods/Services - including amount and frequency of instalments and the point at which the Supplier will issue each invoice for any Services to be provided - e.g. "£X per month/quarter. The Supplier to issue an invoice for each monthly/quarterly instalment on the first day of the relevant month/quarter".</p> <p>Where the Supplier will simply be raising an invoice on or after delivery/completion of the Goods/Services, this should say "Not applicable - invoice to be issued as per condition 8.3 of the Conditions".</p> <p>Where the Supplier will be providing Services on a time and materials basis as per condition 8.12, this should say "Not applicable - invoice to be issued as per condition 8.12.4 of the Conditions"]]</p>
Goods	<p>[insert details of goods, including quantity, description and any specific quality, packaging or labelling requirements - this can refer to a separate specification if needed (which will need to be annexed to the agreement). If the 'free from defects' warranty period for the purposes of condition 3.1.3 is to be anything other than 12 months, this should also be stated here or in the relevant specification attachment.</p> <p>If the agreement will only be for the supply of services, this should say "Not applicable"]</p>
Goods delivery date(s)	[insert details where the delivery date(s) will be anything other than within 28 days of signature of the Agreement Particulars.

	<i>If the contract will only be for the supply of services, this should say "Not applicable"]</i>
Services	<i>[insert details of services - this can refer to a separate specification if needed (which will need to be annexed to the agreement).</i> <i>If the agreement will only be for the supply of goods, this should say "Not applicable"]</i>
Details of Personal Data Processing to be carried out by the Supplier as Data Processor on the College's behalf in respect of the Services (for the purposes of condition 15)	Subject matter of Processing: <i>[insert]</i> Duration of Processing: <i>[insert]</i> Nature of Processing: <i>[insert]</i> Purpose of Processing: <i>[insert]</i> Categories of Personal Data: <i>[insert]</i> Data Subjects: <i>[insert]</i> <i>[If the Services will involve the Supplier processing personal data on behalf of the College, these details will need to be completed. If no personal data will be processed by the Supplier on behalf of the College, this section should simply say "Not applicable".]</i>
Service performance date(s)	<i>[insert details - e.g. specific performance dates or, where the agreement is for a specific period of performance, the related commencement and end dates.</i> <i>If the agreement will only be for the supply of goods, this should say "Not applicable"]</i>
Deliverables	<i>[insert - if there will not be any, this should say "Not applicable"]</i>
Additional Terms	<i>[insert - if there will not be any, this should say "Not applicable". If either/both of the TUPE/Pensions Schedules will apply, this should be stated here and the related Schedule(s) attached as appendices at the end of this document]</i>

The Agreement has been entered into on the date that it has been signed and dated by both parties.

Signed by
 duly authorised for and on behalf of
Hull College Further Education Corporation

Date

(Note to the College staff - delete/strike out those signature blocks for the Supplier below which are not applicable. If any particular Supplier requires, due to its constitution, a signature block which is in a form other than one of the four below, the Supplier should be asked to provide the appropriate wording and all four of the below options should be deleted/struck out)

Signed by a Director duly authorised for and on behalf of the **Supplier** (being a limited company)

Print Name
Date

Signed by the **Supplier** (being an individual)

Print Name
Date

Signed by a Partner duly authorised for and on behalf of the **Supplier** (being a partnership)

Print Name
Date

Signed by a Member duly authorised for and on behalf of the **Supplier** (being an LLP (limited liability partnership))

Print Name
Date

Appendix 1

TUPE Arrangements

1. Interpretation

In this Schedule the following words and phrases (or any derivation thereof) shall have the following meanings:

Agreement	has the meaning given in clause 1.1 of Part A of this document
College	has the meaning given in clause 1.1 of Part A of this document
Conditions	has the meaning given in clause 1.1 of Part A of this document
Outgoing Suppliers	those suppliers currently carrying out the Services or services similar to the Services up to the commencement of this Agreement
Services	has the meaning given in clause 1.1 of Part A of this document
Service Transfer Date	means the date on which the Services (or any part of the Services), for whatever reason transfer from the Supplier to the College or any Successor Supplier
Successor Supplier	any third party supplier of services which are identical or substantially similar to any of the Services and which the College receives in substitution for any of the Services following the termination or expiry of this Agreement
Supplier	has the meaning given in clause 1.1 of Part A of this document
Supplier Employees	those employees employed by the Supplier during the period of the Agreement and/or at the Termination Date
Transferring Employees	those employees engaged by the College and/or any Outgoing Suppliers in the Services to be provided by the Supplier under this Agreement
Termination Date	the date of the termination of the Services under this Agreement
TUPE	the Transfer of Undertakings (Protection of Employment) Regulations 2006

2. Services

- 2.1 The Supplier accepts that the provision by it of the Services falls within TUPE and that the Transferring Employees will transfer to and become employees of the Supplier from the commencement of this Agreement without any break in their continuity of service and on their existing terms and conditions of employment.
- 2.2 During the currency of this Agreement the Supplier shall provide to the College any information the College may reasonably require relating to any individual employed, assigned or engaged in

providing the Services which the College will be permitted to use and disclose to any tenderer, potential Successor Supplier or Successor Supplier.

- 2.3 In connection with a relevant transfer to which TUPE applies, the parties agree that the Supplier shall perform and discharge all its obligations in respect of the Transferring Employees and their representatives up to and including the Service Transfer Date.
- 2.4 No later than 30 days before the Termination Date or, including if earlier, as soon as reasonably practicable following receipt of any notice to terminate, the Supplier shall:
 - 2.4.1 provide the College with a true and accurate list of the Supplier Employees providing the Services; and
 - 2.4.2 provide to the College and/or procure the provision of complete and accurate information as required by Regulation 11(2) of TUPE in respect of the individuals engaged in providing the Services either to the College or upon its request directly to any Successor Supplier.

3. Obligations

- 3.1 The College shall indemnify and keep indemnified the Supplier against all claims, costs, expenses or liabilities whatsoever and howsoever arising or suffered by the Supplier, including without limitation any legal expenses and other professional fees, arising in relation to any of the Transferring Employees who were employed immediately prior to the date of this Agreement by the College arising from the acts or omissions of the College which liabilities may transfer to the Supplier as a result of this Agreement provided that such costs, claims, expenses and liabilities are not payable as a result of any act or omission of the Supplier.
- 3.2 The Supplier shall indemnify and keep indemnified the College against all claims, costs, expenses or liabilities whatsoever and howsoever arising incurred or suffered by the College, including without limitation any legal expenses or other professional fees, in each case in relation to:
 - 3.2.1 any failure by the Supplier to comply with TUPE with respect to the Transferring Employees or the Service; and
 - 3.2.2 any act or omission or alleged act of omission by the Supplier in relation to the Transferring Employees whether before or after the commencement of this Agreement,together the "Claims".
- 3.3 The Supplier shall procure that its employees, agents and successors in title including Successor Suppliers shall promptly:
 - 3.3.1 take such action in connection with any Claim as the College shall from time to time reasonably request;
 - 3.3.2 provide free of charge all such assistance and information as the College may reasonably request relating to any Claim to enable that Claim to be addressed;
 - 3.3.3 subject to any restriction imposed by law, provide the College, its legal and other advisers with access to all documents, records or other information held by the Supplier relating to any Claim;

- 3.3.4 provide the College and its professional advisers and experts with access from time to time to such members of Supplier staff as may be required to assist the College with the preparation of its cases in relation to any Claim;
 - 3.3.5 permit and require such employees, officers and directors as the College or its professional advisers may reasonably request to meet with the College and/or its legal advisers in normal working hours to prepare witness statements for trial, attend meetings with legal advisers or representatives or experts and to attend any court hearing or trial in connection with the Claims for so long and as frequently as the College or its legal or other professional advisers may reasonably require;
 - 3.3.6 provide such other assistance as the College may reasonably request in order to ensure the due and timely defence of any Claim;
 - 3.3.7 preserve and not waive legal professional privilege or any other privilege attaching to any of the documents or other information relating to any Claim in their possession without first obtaining the College's consent to such waiver, such consent not to be unreasonably withheld.
- 3.4 The Supplier warrants to the College that there shall be no employees other than Supplier Employees as will be provided to the College in the list referred to at paragraph 2.4.1 of this Schedule who shall be transferred to the College or any Successor Supplier as a result of the termination or expiry of this Agreement and shall indemnify and keep indemnified the College and any Successor Supplier from and against all claims, costs, expenses and liabilities whatsoever and howsoever arising, incurred or suffered by the College or any Successor Supplier including without limitation any legal expenses and other professional fees arising in relation to any person (other than a Supplier Employee) claiming, as a result of the termination or expiry of this Agreement, that he/she has or should have transferred his/her employment to the College or any Successor Supplier under or pursuant to the provisions of TUPE.
- 3.5 From the date of the earliest of six months prior to the Termination Date, six months prior to receipt of notice to terminate this Agreement, or notification of a retender for the provision of the Services or part of them, the Supplier agrees that it shall not without the prior written consent of the College:
- 3.5.1 assign any person to the provision of the Services (or the relevant part);
 - 3.5.2 increase the total number of Supplier Employees performing the Services;
 - 3.5.3 make, propose or permit any changes to the terms and conditions of employment of any Supplier Employees performing the Services;
 - 3.5.4 increase the proportion of working time spent on the Services (or the relevant part) by any of the Supplier Employees save for fulfilling assignments and projects previously scheduled and agreed with the College;
 - 3.5.5 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any Supplier Employee; and
 - 3.5.6 replace any of the Supplier Employees performing the Services or deploy any other person to perform the Services (or the relevant part) or increase the number of Supplier Employees or terminate or give notice to terminate the employment or contracts of any persons performing the Services.

- 3.6 The Supplier will promptly notify the College or, at the direction of the College, the Successor Supplier of any notice to terminate employment received from any Supplier Employee performing the Services regardless of when such notice takes effect.
- 3.7 The Supplier shall indemnify and keep the College and any Successor Supplier indemnified from and against any and all claims, costs, expenses and liabilities whatsoever and howsoever arising, incurred or suffered by the College or Successor Supplier including without limitation any legal expenses and other professional fees as a result of any change in terms and conditions to which the College has not agreed in writing in accordance with the provisions of paragraph 3.5.3 of this Schedule.
- 3.8 The Supplier shall indemnify and keep indemnified the College and any Successor Supplier against all claims, costs, expenses and liabilities whatsoever and howsoever arising, incurred or suffered by the College and/or any Successor Supplier including without limitation any legal expenses and other professional fees arising in relation to any of the Supplier Employees or former or current employees of the Supplier relating to periods of employment up to and including the Termination Date arising from the acts or omissions or alleged acts or omissions of the Supplier (including any failure by the Supplier to comply with its obligations under Regulation 11 or Regulation 13(2) of TUPE).
- 3.9 The College shall indemnify the Supplier against all claims, costs, expenses or liabilities whatsoever and howsoever arising, incurred or suffered by the Supplier including without limitation any legal expenses and other professional fees in relation to any act or omission by the College in relation to the Supplier Employees after the Termination Date.
- 3.10 Should the Services revert to the College upon the termination of this Agreement and/or the Termination Date, the Supplier shall indemnify the College against all claims, costs, expenses and liabilities whatsoever and howsoever arising, incurred or suffered by the College, including without limitation any legal expenses and other professional fees, in relation to any act or omission or alleged act or omission by the Supplier in relation to any Supplier Employee or any current or former employee of the Supplier which takes place or is alleged to have taken place at any time up to and including the Termination Date.
- 3.11 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to this Schedule to the extent necessary to ensure that any Successor Supplier shall have the right to enforce the obligations owed to, and indemnities given to, the Successor Supplier by the Supplier (in its own right) pursuant to section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

Appendix 2

Pensions Schedule

[to be inserted]