

**UNIVERSITY FOR THE CREATIVE ARTS**

INVITATION TO TENDER (ITT)

FOR

**EPOS SYSTEM FOR CATERING 2016 PROJECT**

REFERENCE: **UCA/FIN/SR/2016/005**

Issue 1

Tenders to be submitted by 12 noon on **9<sup>th</sup> June 2016**

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## 1. INTRODUCTION AND INSTRUCTIONS TO TENDERERS

### 1.1. INTRODUCTION AND BACKGROUND TO THE UNIVERSITY

- 1.1.1. With around 7,000 students enrolled on more than 80 different courses, the University for the Creative Arts (the University) is one of the biggest providers of specialist art and design education in Europe.
- 1.1.2. The University has students from 76 countries worldwide, based on campuses at Canterbury, Epsom, Farnham, Maidstone and Rochester.
- 1.1.3. UCA is a specialist creative arts university with courses in art, design, architecture, media and communication.
- 1.1.4. Notable alumni include Turner Prize nominee Tracy Emin, Oscar winners Daniel Greaves and Suzie Templeton, fashion designers Zandra Rhodes and Karen Millen.
- 1.1.1. Further information about the University is available at: <http://www.uca.ac.uk/about-us>

### 1.2. TERMS OF INVITATION TO TENDER

- 1.2.1. This ITT has been issued by the University in connection with a competitive procurement conducted in accordance with the Open Procedure under the Public Contracts Regulations 2015.
- 1.2.2. The intention of this ITT is to enable the University to evaluate the submitted responses ("Completed Tenders") from tenderers ("Potential Providers") and, following presentations/interviews (if required), to appoint a winner.
- 1.2.3. Completed Tenders shall consist of a Supplier Capability response and a Costed Proposal. The Supplier Capability response is expected to evidence the capacity and capability of Potential Providers to deliver the services required by the University. The Costed Proposal is expected to provide the details of how the services would be delivered. The evaluation of Completed Tenders will consist of the assessment of Supplier Capability and, for those Potential Providers who pass this stage, the evaluation of the Costed Proposal.
- 1.2.4. The information contained within this document is confidential and is not to be used for any purpose other than tendering for the services described.
- 1.2.5. The University reserves the right, subject to the appropriate procurement regulations, to change without notice the basis of, or the procedures for, the competitive tendering process or to terminate the process at any time.
- 1.2.6. Direct or indirect canvassing of any University employee or agent by any Potential Provider concerning this ITT may result in the disqualification of the Potential Provider from this ITT process. Any actions that may be construed as an attempt to bribe a University employee or agent will result in disqualification. Potential Providers shall adhere to the requirements of the Bribery Act 2010.

- 1.2.7. The University expressly reserves the right to require a Potential Provider to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in this ITT.
- 1.2.8. The University does not bind itself to accept the lowest, or any tender and reserves the right to accept the whole or any specified part of the tender unless the tenderer expressly stipulates otherwise.
- 1.2.9. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the "FoIA"), all information submitted to the University may be disclosed in response to a request made pursuant to the FoIA.
- 1.2.10. In respect of any information submitted by a Potential Provider that it considers commercially sensitive, the Potential Provider shall:
- Clearly identify such information as commercially sensitive;
  - Explain the potential implications of disclosure of such information; and
  - Provide an estimate of the period of time during which the Potential Provider believes that such information will remain commercially sensitive.
- 1.2.11. Information falling into the above categories shall be submitted as part of the Completed Tender.
- 1.2.12. Where a Potential Provider identifies information as commercially sensitive, the University will endeavour to maintain confidentiality. Potential Providers should note, however, that even where information is identified as commercially sensitive, the University might be required to disclose such information in accordance with the FoIA. Accordingly, the University cannot guarantee that any information marked "commercially sensitive" will not be disclosed.
- 1.2.13. The University will not be liable for, or reimburse, any costs incurred by Potential Providers in connection with preparation and submission of Completed Tenders.

### 1.3. TENDER TIMETABLE

- 1.3.1. Set out below is the proposed timetable for this procurement. This timetable is intended as a guide and, whilst the University does not intend to deviate from this timetable, it reserves the right to do so:

Activity	Date
<b>Issue Invitation to Tender (ITT)</b>	<b>11<sup>th</sup> May 2016</b>
Last Date of ITT queries	20 <sup>th</sup> May 2016
Issue ITT queries (if required)	27 <sup>th</sup> May 2016
<b>Tender Return Date</b>	<b>9<sup>th</sup> June 2016</b>
Telephone Interview (if required)	10 <sup>th</sup> June 2016
Award Notification Date	21 <sup>st</sup> June 2016
<b>Contract Commencement Date</b>	<b>27<sup>th</sup> June 2016</b>

#### 1.4. TENDER QUERIES

- 1.4.1. This ITT is being provided on the same basis to all Potential Providers.
- 1.4.2. All requests for clarification or further information in respect of this ITT shall be directed to Procurement at UCA E-mail: [procurement@ucreative.ac.uk](mailto:procurement@ucreative.ac.uk)
- 1.4.3. Should the University consider any question or request for clarification to be of material significance, both the question and the response will be communicated, in a suitably anonymous form, to all Potential Providers. Any communication from Potential Providers will be treated in confidence, subject to this paragraph and paragraphs 1.2.9 to 1.2.12.

#### 1.5. FORMAT OF TENDER RESPONSE

- 1.5.1. The tender response shall include the following separate documents:
  - A Costed Proposal including:
    - Total cost for the Project as detailed in Paragraph 2.2 – EPOS Requirement
    - Ongoing operating costs which have not been included in the Total Cost
  - Proposed service delivery and implementation plan
  - A detailed response to the Supplier Capability requirement (see paragraph 2.3.1);
  - Proposed fee and payment arrangements (all figures to be shown before and after addition of VAT, where relevant);
  - The completed Tender Declaration (blank version at Section 3).
- 1.5.2. Completed Tenders shall consist of the above documents.

#### 1.6. COMPLETED TENDERS

- 1.6.1. Tenderers must return one copy of their tender in a sealed envelope, marked “Tender for An External Partner to Provide an EPOS System” by 12 noon on **9<sup>th</sup> June 2016** and addressed to:

Sadie Rowe  
Head of Procurement  
University for the Creative Arts  
Falkner Road  
Farnham  
Surrey  
GU9 7DS

- 1.6.2. Completed Tenders shall be received by no later than noon on **9<sup>th</sup> June 2016** (the Tender Return Date). Late tenders will not be considered.
- 1.6.3. Potential Providers may modify their Completed Tenders prior to the Tender Return Date and time. Completed Tenders may not be modified after the Tender Return Date and time.

- 1.6.4. Potential Providers may withdraw their Completed Tenders at any time by submitting a notice via the email address [procurement@ucreative.ac.uk](mailto:procurement@ucreative.ac.uk). Unless withdrawn, Completed Tenders shall remain valid for 90 days from the Tender Return Date.

## 1.7. CHANGES IN CIRCUMSTANCES

### 1.7.1. The University may:

- Reject a Completed Tender should there be a change of identity, control, financial standing or other factor which may affect the Potential Provider's ability to properly meet the University's requirements;
- Revisit information contained in the Completed Tender at any time to take account of changes in the circumstances of the Potential Provider;
- Require a Potential Provider to certify that there has been no material change to information submitted as part of Completed Tenders and, in the absence of such a certificate, to reject the Completed Tender.

## 1.8. TENDER EVALUATION

- 1.8.1. The evaluation of Completed Tenders will consist of the assessment of Supplier Capability and, for those Potential Providers who pass this stage, the evaluation of Costed Proposals. The award of any contract will be on the basis of the Most Economically Advantageous Tender, as defined by the evaluation criteria.

- 1.8.2. Supplier Capability responses will be assessed against the University's minimum requirements detailed in paragraph 2.3. In order to pass the Supplier Capability assessment, responses must meet all of the minimum requirements for at least two of the three proposed case studies. Should a response meet all minimum requirements for two of the case studies, any deviance in the third case study must be confined to a maximum of 10% from no more than one minimum requirement.

- 1.8.3. Costed Proposals for those Completed Tenders that pass the Supplier Capability assessment will be evaluated against the following criteria:

Award Criteria	Weighting
Understanding of Catering in a Higher Education (HE) and Further Education (FE) context	10%
Staff Expertise	15%
Experience of delivering end to end EPOS Solutions successfully to HE	15%
Experience in implementing EPOS in catering	25%
Ability to implement within a 2 month period	10%
Commercial/Costs	25%
<b>TOTAL</b>	<b>100%</b>

- 1.8.4. With the exception of financial elements (see paragraph 1.8.5), Costed Proposals will be scored against the evaluation criteria using the following scoring mechanism:

Score	Description of Score
5	Exemplary answer/significantly exceeds requirements
4	Good answer/more than meets requirements
3	Satisfactory answer/meets requirements
2	Partially satisfactory answer/meets some requirements
1	Poor answer/meets few requirements
0	Unsatisfactory answer/does not meet requirements

- 1.8.5. Financial elements will be scored by assigning a score of “5” to the Costed Proposal offering the lowest overall cost to the University. Other Costed Proposals will be awarded a proportion of “5” based on their relative deviance from the lowest cost.
- 1.8.6. For all elements of Costed Proposals, the total allocated scores for each evaluation criterion will be calculated as a weighted score in accordance with the weighting stated for that criterion.
- 1.8.7. Where the University discovers any errors or omissions in Costed Proposals, Potential Providers will be notified via e-mail and given the opportunity to confirm adherence to the Costed Proposal Tender or to correct the error/omission. All confirmations/corrections shall be submitted via e-mail. The University may seek independent financial and market advice to validate information and to assist with the evaluation under conditions of confidentiality.
- 1.8.8. If required in order to complete the evaluation process, the University will invite those Potential Providers who have passed the Supplier Capability assessment to a presentation/interview following initial evaluation of Costed Proposals. The purpose of the presentation/interview is to clarify any elements of Costed Proposals and to validate scores allocated during the initial evaluation. Presentations/interviews will not be scored.

## 1.9. TENDER DEBRIEFS

- 1.9.1. On the Award Notification Date, those Potential Providers who have been unsuccessful will be notified of their scores and reasons why they were unsuccessful.

## 2. STATEMENT OF THE REQUIREMENT

### 2.1. BACKGROUND

EPOS (Electronic Point of sale) aims to implement a web-enabled application that would provide complete control over all aspects of the maintenance and management of the entire EPOS system of the catering department. It will provide a toolset to maintain the entire EPOS estate including products and prices on 4 campuses.

The project aims to provide real time, multi-tiered access to point-of-sale information, including an integrated reporting & digital dashboard to enable users to easily manage the business. This would provide Key Performance Indicators (KPI) and real-time reporting.

Stock integration would give users complete control over G.P, and allow for the authorisation and tracking of purchases as well as giving an instant view of stock that is held, by both quantity and value.

UCA has 4 campuses and there are multiple activities that need to be managed.

Users often struggle to manage the activity and provide just in time ordering of stock to balance sales. In addition the reconciliation of the financial status of the business provides a challenge which technology can assist with.

This would improve the overall management and enhance user experience.

The program aims to implement identity in achievable, sequenced projects to achieve its goals.

#### **The goals of the project/program will be:**

- To rationalize management of the business.
- To Integrate sales and stock management
- To provide consistent stock and activity management across 4 sites
- To streamline the reporting of business activity

### 2.2. THE EPOS REQUIREMENT

#### **The Project Specification**

**This is a multi site implementation on 4 sites**

**A prerequisite of any system handling personal information, card or cash payments is that it will need to comply with data storage standards covering personal and cash transactions.**

**The successful contracting organisation will be required to undertake:**

#### **1. Analysis.**

The successful supplier Undertake business analysis to ensure the challenge is understood specifically how it will function across all 4 campuses considering the IT network implications and how the data will be stored and backed up.



## 2. Design

- Plan the implementation of an EPOS system based on the analysis and ensure a multi site implementation will communicate activity to a single management system.

## 3. Build

- Project Manage the implementation working with the UCA Project Manager
- Implement the EPOS solution taking into consideration the existing business and ensuring it is not affected during the implementation

## 4. Test

- Due to the **mission critical nature of the business** it will need to be tested prior to go live as a requirement

## 5. Deploy/Train

- Manage Migration from the old system and ensure staff are trained in its use

## 6. **Tender Success Criteria:** The system will have to be robust and streamline the management of the catering department business.

### **Specific Details of the system**

The system must be able to operate securely using a segregated VLAN (WiFi). In some circumstances hard wired network connectivity might be acceptable but WiFi is the preferred option.

The system must store data within the UK and have systems that are compliant with current standards of information security **ISO 27001**.

Access to the system for the purposes of vendor administration and support has to be via Bomgar [www.bomgar.com](http://www.bomgar.com). This allows secure managed access with activity logging.

### **Assumptions**

- Internet and IP connectivity will be provided at all 4 sites.
- Power will be provided at all locations.
- Any specific system requirements will need to be discussed and agreed.

### **Requirements**

#### **A. 15 Point of Sale Terminals**

#### **B. 15 Chip and pin (contactless enabled) readers**

#### **C. Must be YOYO enabled and integrated into terminals**

#### **Implement Real-time Stock Management including:**

- Stock Item / Recipe Management
- Predictive Ordering
- Nutrient & Allergen management
- Recipe yield & nutrition calculation

#### **Implement Mobile Stock Management using**

- Wireless HHT: Stocktaking, Deliveries & Returns
- Real-time connection
- Bar-code scanner

#### **Implement Multi Site branded EPOS**

#### **Implement Data Management**

- Allow product & price control
- Allow for Promotions
- Provide customisable screen layouts to ensure it is fit for purpose

#### **Implement Real-time Reporting & Digital Dashboard**

- Have multiple purses
- Enable hospitality activity
- Provide a customer web portal.
- Provide web loading with auto top up
- Enable a Loyalty Rewards Points and Vouchers scheme not required as part of their cashless system which we aren't having
- Allow management account and permissions control
- Provide Account Statements / Reports

#### **Provide traceable data including:**

- Number of Purchases
- Number of Visits
- Value of Qualifying Items
- Value of Transaction
- Visits to Multiple Sites
- Provide Campaign Vouchers
- Manage Promotions linked to external events
- Provide Vouchers for catered students at identified Menu Launches
- Track the value of Qualifying Items

### **2.3. SUPPLIER CAPABILITY REQUIREMENT**

- 2.3.1. The University requires evidence of the capacity and capability of a Supplier to fulfil the requirement outlined in paragraph 2.2; UCA requires all tenderers to provide examples/case studies of similar projects they have worked on;

### 3. TENDER DECLARATION

- 3.1. To: Procurement Office  
University for the Creative Arts  
Falkner Road  
Farnham  
Surrey  
GU9 7DS
- 3.2. We undertake to provide the services stated in our Completed Tender, reference UCA/FIN/SR/2016/005.
- 3.3. We accept the provisions of this Invitation to Tender and offer to supply the services in accordance with the prices, terms and conditions stated herein.
- 3.4. We understand that the University for the Creative Arts will disregard any oral agreement or arrangement made by us, and that we have checked our Completed Tender before submission. Any amendments to Completed Tenders, if received by the University after the time specified for receipt of tender, may not be considered.
- 3.5. We undertake, and it shall be a condition of any Contract that:
  - 3.5.1. the following is a bona fide Completed Tender, intended to be competitive and that we have not fixed or adjusted the amount of the Completed Tender by or under or in accordance with any other person. We also certify that we have not done and we undertake that we will not do any of the following:
    - 3.5.1.1. communicate to any person other than the person calling for these Completed Tenders the rates or approximate rates in the Completed Tender;
    - 3.5.1.2. enter into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Completed Tender to be submitted;
    - 3.5.1.3. offer to pay or give or to receive, or agree to pay or give or receive, any sum of money or consideration directly or indirectly to or from any person for doing or having done or causing or having caused to be done in relation to this or any other Invitation to Tender or proposed Invitation to Tender for the said services any act or thing of the sort described above. In this context "person" includes any person and any body or association, corporation or incorporate and "any agreement or arrangement" includes any such transaction formal or informal whether legally binding or not.
  - 3.5.2. No variations in, or acceptance of any Invitation to Tender, or Completed Tender shall be binding unless agreed in writing.
- 3.6. This Completed Tender shall remain open for acceptance for a period of three months from the final date for the submission of Completed Tenders.
- 3.7. We also confirm that we have not allowed any amount in our Completed Tender for Value Added Tax.

- 3.8. We undertake that any of our employees, agents or servants providing the services under this Contract, where so required by the University for the Creative Arts will enter into and abide by a Confidentiality Agreement to be in a form acceptable to the University for the Creative Arts.
- 3.9. We understand and it is agreed that the University for the Creative Arts shall retain the right to reject any and all Completed Tenders, in whole or in part. It is furthermore agreed that the University for the Creative Arts shall be under no obligation to select the lowest or any other Completed Tender.
- 3.10. We have taken all necessary steps to inform ourselves regarding this requirement and we understand and agree that the University for the Creative Arts shall not be liable for any inaccuracy or insufficiency in the information available to us in connection with this Invitation to Tender.

Dated: .....

Signed: .....

Name (Capitals): .....

Position: .....

On behalf of: .....

Address: .....  
 .....  
 .....

## **4. GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

In these conditions:

“University” means the University for the Creative Arts (UCA) unless redefined in the Contract documents and/or the Purchase Order.

“Supplier” means the person, firm or company to whom the Contract is issued.

“Work” means the work to be performed and the services to be rendered as specified in the Contract and/or the Purchase Order.

“Contract” means the Contract between the University and the Supplier consisting of the Form of Agreement, Description of Work, Price Schedule, these Terms and Conditions, and any other documents (or parts thereof) specified in the Contract and/or the Purchase Order.

“Purchase Order” means the document authorising the release of University funds. It summarises the University’s requirements for the Contract and, for straightforward transactions, may be used without a separate written Contract.

“he” and “his” are used for narrative purposes only and are not meant to favour or refer to a particular gender. As the context requires, “he” and “his” may be used in a collective sense in relation to the staff of the Supplier.

### **2. The Work**

- 2.1 The Supplier shall complete the Work with reasonable skill, care and diligence, in accordance with the Specification constituting the brief for this Contract and with due regard for the recognised protocols and ethics of consultancy.
- 2.2 The Supplier shall conduct the Work with due regard to the Health and Safety of its own employees and employees of the Institute and for any other personnel engaged in any activities constituting the Work.
- 2.2 The Supplier shall provide the University with such reports on the Work at such intervals and in such form as the University may from time to time require.
- 2.3 The University reserves the right by notice to the Supplier to modify its requirements in relation to the Work and any alteration to the Contract price or the completion date arising by reason of such modification shall be agreed between the parties. Failing agreement the matter shall be determined by arbitration in accordance with the provisions of Condition 15.

### **3. Supplier’s Personnel**

- 3.1 The Supplier shall provide the University with a list of the names and business addresses of all others regarded by the Supplier as key personnel and, if and when instructed by the University, all other persons who may be at any time concerned with the Work or any part of it, specifying in each case the capacities in which they are so concerned, and providing other supporting evidence or information as the University may reasonably require.

- 3.2 The University reserves the right to reject key personnel selected by the University for the Work. The University may instruct that key personnel are removed from the Work by giving reasonable notice and reason. The Supplier shall take all reasonable steps to comply with such a request and shall bear the cost of any notice, instruction or decision by the University.

#### **4. Price**

- 4.1 The University shall pay to the agreed price as specified in the Contract and/or the Purchase Order.
- 4.2 Unless otherwise stated in the Contract and/or the Purchase Order, payment will be made by the end of the month following that in which a valid and accurate invoice is received, for work completed to the satisfaction of the University.
- 4.3 Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge.
- 4.4 Disbursements necessarily incurred by the Supplier in the execution of the Contract will be refunded by the University only if agreed in writing by the University in advance.

#### **5. Gifts or Payments**

- 5.1 The Supplier shall not offer or give, or agree to give, to any member, employee or representative of the University any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this or any other contract with the University or for showing or refraining from showing favour or disfavour to any person in relation to this or any such contract.
- 5.2 The Supplier is reminded that the Bribery Act 2010 makes it a criminal offence to give, promise or offer a bribe or to request, agree to receive or accept a bribe in the UK or abroad. Bribery is the offer, promise, giving, demanding or acceptance of an advantage as an inducement for an action which is illegal, unethical or a breach of trust.

#### **6. Copyright and Intellectual Property**

- 6.1 All reports and other documents and materials and the copyright, intellectual property rights or similar protection therein arising out of the performance of the Work by the Supplier are hereby assigned to the University.
- 6.2 The provisions of this Condition 6 shall apply during the continuance of this Contract and after its termination howsoever arising.

## **7. Indemnities and Insurance**

- 7.1 The Supplier shall indemnify and keep indemnified the University and its employees and agents against all actions, claims, demands, costs and expenses incurred by or made against the University or its employees or agents in respect of any loss or damage or personal injury (including death) which arises from any advice given or anything done or omitted to be done under this Contract to the extent that such loss, damage or injury is caused by the negligence or other wrongful act of the Supplier, his servants or agents.
- 7.2 The Supplier (if an individual) represents that he is regarded by all relevant crown bodies and agencies such as the Inland Revenue and Contributions Agency as self-employed and accordingly shall indemnify the University against any tax, national insurance contributions or similar impost for which the University may be liable in respect of the Supplier by reason of this Contract.
- 7.3 The Supplier shall effect with an insurance company or companies acceptable to the University a policy or policies covering all the matters which are the subject of the indemnities and undertakings on the part of the Supplier contained in this Contract in the sum of £5,000,000 at least in respect of one incident and unlimited in total, unless otherwise agreed by the University in writing.
- 7.4 If requested, a certificate evidencing the existence of such policies shall be provided by the Supplier to the University.

## **8. Employment Discrimination**

- 8.1 The Supplier shall not unlawfully discriminate within the meaning of any relevant legislation or any statutory modification or re-enactment thereof relating to discrimination in employment whether by race, ethnic or national origin, colour, creed, disability, political belief, membership of or activities as part of a trade union, social or economic class, sex or gender, sexual orientation, marital or parental status or other family circumstance or any other ground not relevant to good employment practice. The Supplier shall take all reasonable steps to ensure the observance of these provisions by all servants, employees or agents of the Supplier and all sub-contractors employed in the execution of the Contract.

## **9. Confidentiality**

- 9.1 The Supplier shall not disclose and shall ensure that his employees do not disclose any information of a confidential nature obtained by him/her by reason of this Contract except information which is in the public domain otherwise than by reason of a breach of this provision.

9.2 The provisions of this Condition 9 shall apply during the continuance of this Contract and after its termination howsoever arising.

## **10. Freedom of Information**

10.1 Under the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIRs"), the University is obliged (subject to the application of any relevant exemptions and, where applicable, the public interest test) to disclose information in response to requests for information.

10.2 You need to be aware that the University could receive requests for *any* information relating to this Contract. The University cannot contract out of its obligations in this respect and will only accept confidentiality clauses in very exceptional and narrowly defined circumstances. In this regard, your attention is drawn to the Code of Practice (in particular, section VIII thereof) issued by the Lord Chancellor under section 45 of the FOIA (the Code of Practice issued under the 2004 EIRs includes similar guidance).

## **11. Termination**

11.1 The University shall be entitled to terminate this Contract for any reason by giving to the Supplier not less than thirty days notice to that effect.

11.2 The Supplier shall notify the University in writing immediately upon the occurrence of any of the following events:

- (a) where the Supplier is an individual if a petition is presented for the Supplier's bankruptcy for whatever reason or if an administrator is appointed to manage his affairs; or
- (b) where the Supplier is not an individual but is a firm or a number of persons acting together in any capacity if any event in 11.2(a) of this condition occurs in respect of any partner in the firm or any of those persons or a petition is presented for the Supplier to be wound up as an unregistered company; or
- (c) where the Supplier is a company if the company passes a resolution for winding-up or the court makes an administration order or a winding-up order.

11.3 In the occurrence of any of the events described in paragraph 10.2 (a), (b) or (c) or if the Supplier shall have committed a material breach of this Contract and (if such breach is capable of remedy) shall have failed to remedy such breach within thirty days of being required by the University in writing to do so the University shall be entitled to terminate this Contract by notice to the Supplier with immediate effect.

11.4 Termination under paragraphs 10.1 or 10.2 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereupon accrue to the University and shall not affect the continued operation of Conditions 7 and 10.



## **12. Recovery and Sums Due**

Wherever under this Contract any sum of money is recoverable from or payable by the Supplier that sum may be deducted from any sum then due, or which at any later time may become due, to the Supplier under this Contract or under any other agreement or contract with the University.

## **13. Assignment and Sub - Contracting**

13.1 The Supplier shall not assign or sub-contract any portion of the Contract without the prior written consent of the University. Sub-contracting any part of the Contract shall not relieve the Supplier of any obligation or duty attributable to him/her under the Contract or these Conditions.

13.2 Where the University has consented to the placing of sub-contracts, copies of each sub-contract shall be sent by the Supplier to the University immediately it is issued.

## **14. Notices**

Any notice given under or pursuant to the Contract may be sent by hand or by post or by facsimile or other means of telecommunication resulting in the receipt of a written communication in permanent form and if so sent or transmitted to the address of the party shown on the Contract and/or Purchase Order, or to such other address as the party may by notice to the other have substituted thereof, shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

## **15. Status of Contract**

Nothing in the Contract shall have the effect of making the Supplier the servant or employee of the University.

## **16. Arbitration**

All disputes, differences or questions between the parties to the Contract with respect to any matter or thing arising out of or relating to the Contract, other than a matter or thing as to which the decision of the University is under the Contract to be final and conclusive, and except to the extent to which special provision for arbitration is made elsewhere in the Contract, shall be referred to the arbitration of two persons one to be appointed by the University and one by the Supplier or their Umpire in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof.

## **17. Headings**

The headings to Conditions shall not affect their interpretation.

## **18. Governing Law**

These Conditions shall be governed by and construed in accordance with English Law and the Supplier hereby irrevocably submits to the jurisdiction of the English Courts. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the University to take proceedings against the Supplier in any other court of competent jurisdiction.