

## **Contract for Services: Terms and Conditions (PD84)**

### **1 Introduction and Definitions**

This Agreement is between the University of Exeter and the Supplier as outlined in the engagement letter confirming the contract for services.

The Agreement will be in accordance with the following terms and conditions unless and until an alternative is specifically agreed between the parties and set out in the Letter of Engagement.

### **2 Purpose of the Agreement**

The purpose of the Agreement is to the supply the services as outlined in the engagement letter.

### **3 Commencement date and duration of the Agreement**

This agreement will commence on the date specified on the engagement letter. The Supplier should consult with the University before arranging for a substitute person to undertake the services detailed.

### **4 Fees and expenses**

The fee is stated on your engagement letter. Where necessary, VAT will be added at the appropriate rate.

The Supplier will invoice the University of Exeter. The invoice should itemise the work undertaken.

Payment will only be made for work completed to the standard required by the University.

Payment will only be made to the account of the Supplier named on the Letter of Engagement and invoices must state a purchase order number (PO No).

Where appropriate, travel, subsistence and other expenses will be paid at cost and in accordance with arrangements specifically agreed, in advance, with the Supplier and set out in the Letter of Engagement.

### **5 Invoices and payment**

Unless specifically agreed otherwise (and set out in the Letter of Engagement, invoices will be submitted monthly by the Supplier and payment made within 30 days.

### **6 Taxation**

The Supplier is a self-employed person responsible for taxation and National Insurance or similar liabilities or contributions in respect of the fees and the Supplier will indemnify the University against all liability for the same and any costs, claims or expenses including interest and penalties.

### **7 Confidentiality**

The Supplier hereby agrees that during the course of this appointment under this contract the Supplier may obtain knowledge of trade secrets and other confidential information with regard to the business and financial affairs of the University and those of the University's clients, customers and suppliers, details of which are not in the public domain ("Confidential Information") and accordingly the Supplier hereby undertakes to and covenants with the University that they:

- shall not at any time after the Termination Date use or procure the use of the name of the University in connection with the Supplier's own business or any other name in any way calculated to suggest that the Supplier continues to be connected with the business of the University or in any way hold the Supplier out as having such connection;
- shall not use the Confidential Information other than during the continuance of this contract and in connection with the provision of the Services; and
- shall not at any time (save as required by law) disclose or divulge to any person other than to officers or employees of the University whose province it is to know the same any Confidential Information and shall use best endeavours to prevent the publication or disclosure of any Confidential Information by any other person.

The restrictions set out above shall cease to apply to information or knowledge that comes into the public domain otherwise than by reason of the default by the Supplier.

The Supplier shall indemnify the University in respect of any claims, damages, losses or costs incurred as a consequence of any unauthorised disclosure by the Supplier of any Confidential Information.

#### 8 Insurance

The Supplier is expected to be properly insured for public liability and, where appropriate, employer liability contingencies.

#### 9 Right to work in the UK

If the Supplier is not a national of an EEA member state, it is the responsibility of the Supplier to ensure that they have the appropriate visa to enter the UK to work for payment. When applying for a visa, they should explain the reasons for their visit to the UK. The University reserves the right to ask for evidence of the Supplier's right to work in the UK.

#### 10 Dispute Resolution

Should there be any concern on the part of either the University or the Supplier in relation to the delivery of the Services under this Agreement; appropriate representatives from both parties shall promptly meet informally in the first instance, to attempt to resolve such concerns. If the dispute is not resolved at that meeting, the parties will attempt to settle it by mediation.

#### 11 Termination

Either party shall have the right at any time to terminate this contract by giving not less than four weeks' notice in writing to the other party.

In addition, the University shall have the right to terminate this contract at any time by summary notice without any payment in lieu in the event that the Supplier:

- is in material or persistent breach of any of the terms of this contract;
- persistently and wilfully neglects or becomes incapable for any reason of efficiently performing the Services, including a failure to remedy any fault in work produced within a reasonable period of time of being notified of that fault; or
- do any action manifestly prejudicial to the interests of the University or which may, in the opinion of the University, bring it into disrepute;

and the Supplier shall have no claim against the University in respect of the termination of this appointment for any of the reasons specified above.

12 Tax liabilities

The parties declare and confirm that it is the intention of the parties that the Supplier shall be responsible for all income tax liabilities and national insurance or similar contributions in respect of the fees and accordingly the Supplier hereby agrees to indemnify the University in respect of any claims that may be made by the relevant authorities against the University in respect of income tax and national insurance or similar contributions relating to the Supplier's services under this contract.

13 Warranties

The Supplier warrants to the University that:

- by entering into this contract they will not be in breach of any obligations to or agreements with any third party;
- they will take out and maintain throughout the term of this contract adequate insurance coverage to protect the Supplier and the University against any liabilities arising out of this contract and shall produce, on request, a copy of the insurance policy certificate for inspection by the University.

14 Data protection

The Supplier and the University agree to comply with all applicable data protection legislation, including but not limited to the Data Protection Act 1998 and any amendments thereto.

15 No employment

Nothing in this contract shall render or be deemed to render the Supplier as an employee or agent of the University and the Supplier hereby agrees that the Supplier is an independent contractor and not an employee or agent of the University. This contract does not create any mutuality of obligation between the Supplier and the University.

The Supplier does not qualify for any company benefits from the University.

16 Anti-Bribery

The Supplier will comply with the University of Exeter anti-bribery policy statement for third parties performing services on behalf of the University which can be found at: [www.exeter.ac.uk/staff/employment/codesofconduct/statementforthirdparties/](http://www.exeter.ac.uk/staff/employment/codesofconduct/statementforthirdparties/)

17 Force majeure

If either party to this contract is prevented or delayed in the performance of any of their respective obligations under this contract by "force majeure", then such party shall be excused from performance for so long as such cause or delay shall continue.

For the purposes of this contract, "force majeure" shall be deemed to be any cause affecting the performance of this contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of either party and shall include, but not be limited to:

- strikes, lockouts or other industrial action;
- civil commotion, riot, act of terrorism, war threat or preparation for war;
- fire, explosion, storm, flood, earthquake, subsidence, epidemic, bad weather or other natural physical disaster;

- impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and
- political interference with the normal operations.

18 Entire agreement

This contract contains the entire agreement and understanding of the parties relating to the subject matter of this contract and extinguishes all previous agreements between the parties relating to the subject matter hereof.

19 Survival of causes of action

The termination of this contract howsoever occurring shall not affect the rights and liabilities of the parties already accrued at such time nor affect the continuance in force of such of its provisions as are expressed as or capable of having effect after such termination.

20 Waiver

The failure of any party to insist upon strict performance of any provision of this contract or the failure of any party to exercise any right or remedy to which he/she is entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this contract.

No waiver of any of the provisions of this contract shall be effective unless it is expressly stated to be such and signed by all the parties to this contract.

21 Severability

If any provision of this contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this contract shall continue in full force and effect as if this agreement had been signed with the invalid, illegal or unenforceable provision eliminated.

22 Notices

Any notice to be given pursuant to the terms of this contract shall be in writing and shall be delivered by hand or sent by post to the address of the addressee as set out in this contract or such other address (being in Great Britain) as the addressee may from time to time have notified for the purpose of this clause, or sent by facsimile transmission to the addressee's fax number as from time to time notified.

23 Law and jurisdiction

This contract is governed by the laws of England and Wales and the parties submit to the jurisdiction of the courts of England and Wales. Please confirm the Supplier's acceptance of these terms by signing and dating the enclosed copy of this letter and returning it to me.

24 Other conditions

Any other conditions, including variations to the terms set out above, shall be included in the Letter of Engagement.