**CONTRACT DETAILS**

|  |  |
| --- | --- |
| **Contract Title** | [INSERT CONTRACT TITLE/BRIEFLY STATE PURPOSE] |
| **Customer name and address:** | [INSERT UNISON BRANCH NAME AND ADDRESS] (“**UNISON Branch**”) |
| **Supplier name and address** | [INSERT FULL CORPORATE NAME, REGISTERED OFFICE ADDRESS, COMPANY NUMBER AND VAT NUMBER IF APPLICABLE] (“**Supplier**”) |
| **Services:** | **Description / Specification of Services**  [INSERT DESCRIPTION / SPECIFICATION OF THE SERVICES TO BE PROVIDED] |
| **Deliverables and key dates**  [INSERT ANY DELIVERABLES THAT ARE TO BE PROVIDED AS PART OF THE SERVICES AND KEY DATES FOR COMPLETION AND SERVICE START DATE/END DATE] |
| **Goods** | **Description of Goods**  [INSERT DESCRIPTION / SPECIFICATION OF THE GOODS TO BE PROVIDED] |
| **Goods Delivery Date**  [INSERT DATE ON WHICH GOODS SHOULD BE DELIVERED] |
| **Goods Delivery Location**  [INSERT LOCATION WHERE GOODS SHOULD BE DELIVERED TO] |
| **Charges:** | [INSERT SUMS FOR GOODS AND/OR SERVICES] |
| **Invoice Contact and Address:** | [INSERT INVOICE CONTACT AND ADDRESS] |
| **[Special terms:]** | [INSERT ANY SPECIAL TERMS – IF ANY ARE AGREED] |

|  |  |
| --- | --- |
| **Signed by** | **Signed by** |
| Name: | Name: |
| Job Title: | Job Title: |
| **for and on behalf of the UNISON Branch** | **For and on behalf of the Supplier**  **[insert company name]** |
| Date: | Date: |
| Signature: | Signature: |

# TERMS AND CONDITIONS

# Interpretation

The following definitions and rules of interpretation apply in these terms and conditions (“**Conditions**”).

Definitions:

|  |  |
| --- | --- |
| **Business Day** | a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business. |
| **Commencement Date** | has the meaning given in clause 2.2. |
| **Conditions** | these terms and conditions as amended from time to time in accordance with clause 22.4. |
| **Contract** | the contract between the UNISON Branch and the Supplier for the supply of Goods and/or Services in accordance with these Conditions. |
| **Control** | has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of Control** shall be construed accordingly. |
| **UNISON Branch Materials** | has the meaning set out in clause 5.3.9. |
| **Deliverables** | 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 or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts) or as otherwise set out in the Order. |
| **Delivery Location** | has the meaning given in clause 4.2.2. |
| **Goods** | the goods (or any part of them) set out in the Order. |
| **Goods Specification** | any specification for the Goods, including any related plans and drawings, set out in the Order or otherwise agreed in writing by the UNISON Branch and the Supplier. |
| **Intellectual Property Rights** | patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. |
| **Order** | UNISON Branch’s order for the supply of Goods and/or Services, as set out in an order form, or in the Contract Details overleaf, as the case may be. |
| **Services** | the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification. |
| **Service Specification** | the description or specification for Services set out in the Order or otherwise agreed in writing by the UNISON Branch and the Supplier. |
| **Supplier** | the person or firm from whom the UNISON Branch purchases the Goods and/or Services. |

Interpretation:

A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

A reference to a party includes its successors and permitted assigns.

A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

A reference to **writing** or **written** [includes fax and email **OR** but not email].

# Basis of contract

## The Order constitutes an offer by the UNISON Branch to purchase Goods and/or Services from the Supplier in accordance with these Conditions.

## The Order shall be deemed to be accepted on the earlier of:

### the Supplier issuing written acceptance of the Order by signing the above Contract Details or otherwise agreeing in writing to fulfil the Order; or

### any act by the Supplier consistent with fulfilling the Order,

at which point and on which date the Contract shall come into existence (**Commencement Date**).

## These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

## All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

## The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

## The Supplier shall notify the UNISON Branch immediately in writing upon a change of Control of the Supplier.

# Supply of Goods

## The Supplier shall ensure that the Goods shall:

### correspond with their description and any applicable Goods Specification;

### 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 UNISON Branch, expressly or by implication, and in this respect the UNISON Branch relies on the Supplier's skill and judgement;

### where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and

### comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

## The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

## The UNISON Branch may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

## If following such inspection or testing the UNISON Branch considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 3.1, the UNISON Branch shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

## The UNISON Branch may conduct further inspections and tests after the Supplier has carried out its remedial actions.

# Delivery of Goods

## The Supplier shall ensure that:

### the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;

### each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

### it states clearly on the delivery note any requirement for the UNISON Branch to return any packaging material for the Goods to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

## The Supplier shall deliver the Goods:

### on the date specified in the Order or, if no such date is specified, then within 14 days of the date of the Order;

### to the UNISON Branch's premises as set out in the Order or as instructed by the UNISON Branch before delivery (**Delivery Location**); and

### during the UNISON Branch's normal hours of business on a Business Day, or as instructed by the UNISON Branch.

## Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

## If the Supplier:

### delivers less than 95% of the quantity of Goods ordered, the UNISON Branch may reject the Goods; or

### delivers more than 105% of the quantity of Goods ordered, the UNISON Branch may at its sole discretion reject the Goods or the excess Goods,

and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the UNISON Branch accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

## The Supplier shall not deliver the Goods in instalments without the UNISON Branch's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the UNISON Branch to the remedies set out in clause 6.1.

## Title and risk in the Goods shall pass to the UNISON Branch on completion of delivery.

# Supply of Services

## The Supplier shall from the Commencement Date and for the duration of the Contract supply the Services to the UNISON Branch in accordance with the terms of the Contract.

## The Supplier shall meet any performance dates for the Services specified in the Order or that the UNISON Branch notifies to the Supplier and time is of the essence in relation to any of those performance dates.

## In providing the Services, the Supplier shall:

### co-operate with the UNISON Branch in all matters relating to the Services, and comply with all instructions of the UNISON Branch;

### perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

### 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 Contract;

### ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that the UNISON Branch expressly or impliedly makes known to the Supplier;

### provide all equipment, tools and vehicles and such other items as are required to provide the Services;

### 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 UNISON Branch, will be free from defects in workmanship, installation and design;

### obtain and at all times maintain all licences and consents which may be required for the provision of the Services;

### observe all health and safety rules and regulations and any other security requirements that apply to the UNISON Branch premises;

### hold all materials, equipment and tools, drawings, specifications and data supplied by the UNISON Branch to the Supplier (**UNISON Branch Materials**) in safe custody at its own risk, maintain UNISON branch Materials in good condition until returned to the UNISON Branch, and not dispose or use the UNISON Branch Materials other than in accordance with the UNISON Branch's written instructions or authorisation; and

### not do or omit to do anything which may cause the UNISON Branch to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the UNISON Branch may rely or act on the Services.

# UNISON Branch remedies

## If the Supplier fails to deliver the Goods by the applicable date or to perform the Services by the applicable date, or both, the UNISON Branch shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:

### to terminate the Contract with immediate effect by giving written notice to the Supplier;

### to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;

### to recover from the Supplier any costs incurred by the UNISON Branch in obtaining substitute goods and/or services from a third party;

### to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and

### to claim damages for any additional costs, loss or expenses incurred by the UNISON Branch which are in any way attributable to the Supplier's failure to meet such dates.

## If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting or affecting other rights or remedies available to it, the UNISON Branch shall have one or more of the following rights and remedies, whether or not it has accepted the Goods:

### to terminate the Contract with immediate effect by giving written notice to the Supplier;

### to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;

### to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);

### to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

### to recover from the Supplier any expenditure incurred by the UNISON Branch in obtaining substitute goods from a third party; and

### to claim damages for any additional costs, loss or expenses incurred by the UNISON Branch arising from the Supplier's failure to supply Goods in accordance with clause 3.1.

## If the Supplier has supplied Services that do not comply with the requirements of clause 5.3.4 then, without limiting or affecting other rights or remedies available to it, the UNISON Branch shall have one or more of the following rights and remedies:

### to terminate the Contract with immediate effect by giving written notice to the Supplier;

### to return the Deliverables to the Supplier at the Supplier's own risk and expense;

### to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);

### to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;

### to recover from the Supplier any expenditure incurred by the UNISON Branch in obtaining substitute services or deliverables from a third party; and

### to claim damages for any additional costs, loss or expenses incurred by the UNISON Branch arising from the Supplier's failure to comply with clause 5.3.4.

## These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

## The UNISON Branch's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

# UNISON Branch's obligations

## The UNISON Branch shall:

### provide the Supplier with reasonable access at reasonable times to the UNISON Branch premises for the purpose of providing the Goods and/or Services; and

### provide such necessary information for the provision of the Goods and/or Services as the Supplier may reasonably request.

# Charges and payment

## The price for the Goods:

### shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date; and

### shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by the UNISON Branch.

## The charges for the Services shall be set out in the Order, 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 UNISON Branch, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

## In respect of the Goods, the Supplier shall invoice the UNISON Branch on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the UNISON Branch on completion of the Services. Each invoice shall include such supporting information required by the UNISON Branch to verify the accuracy of the invoice, including the relevant purchase order number.

## Invoices should be sent to the UNISON Branch at the address set out in the Contract Details.

## In consideration of the supply of Goods and/or Services by the Supplier, the UNISON Branch shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.

## All amounts payable by the UNISON Branch under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the UNISON Branch, the UNISON Branch 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 Services at the same time as payment is due for the supply of the Goods and/or Services.

## If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party 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 clause will accrue each date at 2% a year above the Bank of England's base rate from time to time, but at 2% a year for any period when the base rate is below 0%.

## The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the UNISON Branch to inspect such records at all reasonable times on request.

## The UNISON Branch may at any time, without notice to the Supplier, set off any liability of the Supplier to the UNISON Branch against any liability of the UNISON Branch to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by the UNISON Branch of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

# Intellectual property rights

## All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any UNISON Branch Materials) shall be owned by the Supplier.

## The Supplier grants to the UNISON Branch, or shall procure the direct grant to the UNISON Branch of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding UNISON Branch Materials) for the purpose of receiving and using the Services and the Deliverables.

## The UNISON Branch grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the UNISON Branch to the Supplier for the term of the Contract for the purpose of providing the Services to the UNISON Branch.

## The Supplier acknowledges that all rights in the UNISON Branch Materials are and shall remain the exclusive property of the UNISON Branch.

# Indemnity

## Subject to clause 10.3, the Supplier shall indemnify the UNISON Branch against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the UNISON Branch arising out of or in connection with:

### any claim made against the UNISON Branch for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding the UNISON Branch Materials);

### any claim made against the UNISON Branch by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables; and

### any claim made against the UNISON Branch by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services.

## Nothing in this agreement limits any liability which cannot legally be limited, including liability for:

### death or personal injury caused by negligence;

### fraud or fraudulent misrepresentation; or

### any other liability which cannot be limited or excluded by applicable law.

## Subject to clause 10.2, the Supplier’s liability arising under or in connection with this agreement, including any indemnity in clause 10.1, whether in contract, tort (including negligence), misrepresentation, restitution or otherwise, shall not exceed £5,000,000.

## Subject to clause 10.2, the UNISON Branch’s liability arising under or in connection with this agreement, whether in contract, tort (including negligence), misrepresentation, restitution or otherwise, shall not exceed the charges paid in the 12 months preceding the event giving rise to the liability.

## This clause 10 shall survive termination of the Contract.

# Insurance

During the term of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, at an amount not less than £2,000,000, product liability insurance at an amount not less than £5,000,000 and public liability insurance at an amount not less than £5,000,000 to cover the liabilities that may arise under or in connection with the Contract, and shall, on the UNISON Branch's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

# Confidentiality

## Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients, members (as applicable), or suppliers of the other party, except as permitted by clause 12.2*.*

## Each party may disclose the other party's confidential information:

### to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12; and

### as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

## Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

# Compliance with relevant laws and policies

## In performing its obligations under the Contract, the Supplier shall comply with all applicable laws, statutes, regulations and codes from time to time in force.

# Supplier Code of Conduct

## UNISON is committed to ensuring its suppliers have good labour and ethical working practices and its suppliers' employees receive good working conditions in line with standards that UNISON campaigns for. UNISON has established a 'Supplier Code of Conduct'. The Supplier confirms that in undertaking the Contract it will comply with the requirements of UNISON's Supplier Code of Conduct (Schedule 2).

## The Supplier shall pay all employees and any its subcontractors’ employees aged 18 or over and working on the UNISON Branch Premises not less than the London Living Wage, as determined by the Living Wage Foundation, for those based in Greater London, or the UK Living Wage, as determined by the Living Wage Foundation, for employees based outside Greater London.

## The Supplier shall increase the hourly rate of pay for employees referenced in 14.2 above to the new Living Wage Foundation (https://www.livingwage.org.uk/) hourly rates after the Living Wage Foundation announcement of the Living Wage rates in the preceding November.

## It is a requirement of the Contract that all employees of the Supplier and any permitted subcontractor to have access to Trade Unions.

## The Supplier undertakes, warrants and represents:

### that it shall not employ or use any labour in contravention of the requirements of The Modern Slavery Act 2015 and Section 8 of the Asylum and Immigration Act 1996, whether employed directly by the Supplier or by its subcontractors and shall indemnify the UNISON Branch against any claim, dispute, consequence or responsibility in the use of such labour;

### that neither the Supplier nor any of its employees, officers, agents or subcontractors has committed an offence under the Modern Slavery Act or been notified that it is subject to an investigation relating to an alleged Modern Slavery Act offence or is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged Modern Slavery Act offence or prosecution;

### It shall notify the UNISON Branch immediately in writing if it becomes aware or has reason to believe that it or any of its employees, officers, agents or subcontractors have breached or potentially breached any of the Supplier's obligations under this clause 14; and

### it shall comply with UNISON Branch policies and procedures relating to modern slavery as notified to the Supplier by the UNISON Branch from time to time.

## The Supplier is reminded of its obligations to comply with all statutory requirements including any amendments or changes that occur during the term of this Contract.

## Any breach of this clause 14 by the Supplier shall be deemed a material breach of the Contract and shall entitle the UNISON Branch to terminate the Contract.

# Health and Safety at Work

## The Supplier shall ensure so far as is reasonably practicable the health, safety and welfare at work of its employees and shall conduct its undertakings in such a way as to ensure that persons other than its employees who may be affected by its operations are not exposed to risks to their health and/or their safety and shall in all respects perform all its duties under the Health and Safety at Work etc Act 1974 and all Health and Safety Regulations made thereunder and any subsequent health and/or safety legislation.

# Equal opportunities

## The Supplier shall adopt a policy to comply with its statutory obligations under all anti-discrimination legislation and accordingly, will not treat one group of people less favourably than others because of their sex, marital status, sexual orientation, religion, belief, colour, race, nationality, disability, age, gender identity or ethnic origin in relation to decisions to recruit, train or promote employees.

## In the event of any finding of unlawful discrimination being made against the Supplier by any court or employment tribunal, or of an adverse finding in any formal investigation by the Equality and Human Rights Commission the Supplier shall immediately inform the UNISON Branch of such finding and the Supplier shall take appropriate steps to prevent repetition of the unlawful discrimination.

## The Supplier shall, on request, provide the UNISON Branch with details of any steps taken under clause 16.2.

## The Supplier shall set out its policy on equality issues:

### in instructions to those concerned with recruitment, training and promotion;

### in documents available to employees, recognised trade unions or other representative groups of employees; and

### in recruitment advertisements or other literature.

## The Supplier shall, on request, provide the UNISON Branch with examples of the instructions and other documents, recruitment advertisements or such literature.

## The Supplier shall observe as far as possible statutory codes of practice which aim to eliminate unlawful discrimination and promote equality of opportunity in employment.

## The Supplier shall provide such information as the UNISON Branch may reasonably request for the purpose of assessing the Supplier’s compliance with this clause 16.

# Environmental Considerations

## The Supplier shall conform to all relevant and applicable environmental legislation and standards, guidelines and codes of practice and shall take all practical steps in the provision of the Goods and/or Services to minimise any risk to the environment.

## The Supplier shall while on UNISON Branch premises comply with the UNISON Branch’s environmental policies and procedures as notified to the Supplier from time to time and shall ensure all such policies and procedures are communicated to its employees.

# Publicity and use of logo

## Neither party shall use the name(s), logos, trademark(s) or trade name(s) whether registered or not of the other party in publicity releases or advertising or in any other manner including customer or user lists without securing the prior written approval of the other party.

# Termination

## Without affecting any other right or remedy available to it, the UNISON Branch may terminate the Contract:

### with immediate effect by giving written notice to the Supplier if:

#### there is a change of Control of the Supplier; or

#### the Supplier commits a breach of clause 13.

### for convenience by giving the Supplier 3 months' written notice.

## Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

### the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so;

### the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

### the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

# Consequences of termination

## On termination of the Contract, the Supplier shall immediately deliver to the UNISON Branch all Deliverables whether or not then complete and return all UNISON Branch Materials. If the Supplier fails to do so, then the UNISON Branch may 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 will not use them for any purpose not connected with the Contract.

## Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

## Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

# Force majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 4 weeks the party not affected may terminate the Contract by giving 4 weeks written notice to the affected party.

# General

## Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Contract without the consent of the UNISON Branch. The UNISON Branch may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Contract.

## This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

## No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## If any provision or part of a provision of this Contract is held by any court or other competent authority to be void or unenforceable in whole or part, this Contract shall continue to be valid as to the other provisions of this Contract and the remainder of the affected provision. If any provision of part-provision of this Contract is deemed deleted under this clause 22.6, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## This Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

# Notices

## Any notice given to a party under or in connection with this Contract shall be in writing and shall be:

### delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

### sent by email to the addresses as agreed between the parties from time to time.

## Any notice shall be deemed to have been received:

### if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

### if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;

### if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 23.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

## This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

# Dispute resolution procedure

## If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**) then except as expressly provided in this agreement, the parties shall follow the procedure set out in this clause:

### either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the UNISON Branch contact and the Supplier’s Manager shall attempt in good faith to resolve the Dispute;

### if the UNISON Branch contact and the Supplier’s Manager are for any reason unable to resolve the Dispute, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 30 days after the date of the ADR notice

## The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 25 (Governing law and jurisdiction) which clause shall apply at all times.

## If the Dispute is not resolved within 60 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 60 days, or the mediation terminates before the expiration of the said period of 60 days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 25 (Governing law and jurisdiction).

# Governing law and jurisdiction

## The construction, validity and performance of this Contract shall be governed in all respects by English law and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

**Schedule 1 – Data Protection**

1. DEFINITIONS

|  |  |
| --- | --- |
| **“Data Controller”** | Has the meaning given to ‘controller’ as appropriate, in the Data Protection Laws; |
| **“Data Processor”** | Has the meaning given to ‘processor’ as appropriate, in the Data Protection Laws; |
| **“Data Protection Laws”** | Means all applicable privacy and data protection laws relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the UK GDPR, Data Protection Act 2018, the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; |
| **“EU”** | Means the European Union |
| **“Personal Data”** | Has the meaning given in the Data Protection Laws; |
| **“Personal Data Breach”** | Has the meaning given in the Data Protection Laws; |
| **“UK”** | Means United Kingdom; |
| **“UK GDPR”** | Means the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, as updated, superseded or repealed from the time to time. |

1. COMPLIANCE WITH DATA PROTECTION LAWS
   1. The parties shall each comply with their respective obligations under the Data Protection Laws. This clause 2 is in addition to and does not relieve a Party’s obligations under the Data Protection Laws.
   2. The Supplier warrants that it has complied, and shall continue to comply, with the requirements of the Data Protection Laws and all other data protection legislation in any jurisdiction relevant to the exercise of its rights or the performance of its obligations under this agreement.
   3. The Supplier shall not commit any acts or omissions which would place the UNISON Branch in breach of its obligations under the Data Protection Laws.
2. DATA PROCESSING OBLIGATIONS
   1. In respect of any Personal Data to be processed by the Supplier pursuant to this agreement for which the UNISON Branch is the Data Controller (“**Controller Personal Data**”), the Supplier shall:
      1. have in place and at all times maintain appropriate technical and organisational measures in such a manner as is designed to ensure the protection of the rights of the data subject and to ensure a level of security appropriate to the risk and shall implement any reasonable security measures as requested by the UNISON Branch from time to time, including but not limited to those security measures set out in the table in clause 5.1 of this Schedule;
      2. not engage any sub-processor without the prior specific written authorisation of the UNISON Branch;
      3. ensure that each of the Supplier’s employees, agents, consultants, subcontractors and sub-processors are made aware of the Supplier’s obligations under this agreement and enter into binding obligations with the Supplier to maintain the levels of security and protection required under this agreement. The Supplier shall ensure that the terms of this Schedule 1 are incorporated into each agreement with any sub-processor, subcontractor, agent or consultant to the effect that the sub-processor, subcontractor, agent or consultant shall be obligated to act at all times in accordance with duties and obligations of the Supplier under this agreement. The Supplier shall at all times be and remain liable to the UNISON Branch for any failure of any employee, agent, consultant, subcontractor or sub-processor to act in accordance with the duties and obligations of the Supplier under this agreement;
      4. process Controller Personal Data only on the UNISON Branch’s documented instructions and to the extent required to perform its obligations under this agreement, unless required to do so by UK law to which the Supplier is subject, in which case, the Supplier shall inform the UNISON Branch of that legal requirement before processing, unless prohibited from doing so by law;
      5. (at no additional cost to the UNISON Branch) within 7 days following the end of the provision of Services relating to the processing of Controller Personal Data by the Supplier, at the UNISON Branch’s option, delete or return all Controller Personal Data to the UNISON Branch (in such format as the UNISON Branch may require), and, following confirmation of receipt from the UNISON Branch, permanently remove all existing copies of the Controller Personal Data from the Supplier’s systems, unless required to keep such copies by UK law and the Supplier shall certify to the UNISON Branch that it has complied with these requirements, and such Controller Personal Data shall remain confidential in perpetuity;
      6. ensure that all persons authorised to access the Controller Personal Data are subject to obligations of confidentiality and receive training to ensure compliance with this agreement and the Data Protection Laws;
      7. ensure access to the Controller Personal Data is limited to those persons who need access to the Controller Personal Data to meet the Processor’s obligations under this Agreement.
      8. make available to the UNISON Branch all information necessary to demonstrate compliance with the obligations laid out in Article 28 of the UK GDPR and this Schedule 1 and allow for and contribute to audits, including inspections, conducted by the UNISON Branch or another auditor mandated by the UNISON Branch, of the Supplier’s data processing facilities, procedures and documentation (and the facilities, procedures and documentation of any sub-processors) in order to ascertain compliance with Article 28 of the UK GDPR and this Schedule 1, within 5 working days of request by the UNISON Branch, and, following any such audit, without prejudice to any other rights of the UNISON Branch, the Supplier shall implement such measures which the UNISON Branch considers reasonably necessary to achieve compliance with the Supplier’s obligations under this Agreement; provided that, in respect of this provision the Supplier shall immediately inform the UNISON Branch if, in its opinion, an instruction infringes Data Protection Laws;
      9. (at no additional cost to the UNISON Branch) taking into account the nature of the processing, provide assistance to the UNISON Branch, by appropriate technical and organisational measures, within such timescales as the UNISON Branch may require from time to time, in connection with the fulfilment of the UNISON Branch’s obligation to respond to requests for the exercise of data subjects’ rights pursuant to Chapter III of the UK GDPR to the extent applicable;
      10. provide the UNISON Branch with assistance with its obligations under the Data Protection Laws and in particular provide assistance to the UNISON Branch in relation to its obligations under Articles 32-36 (inclusive) of the UK GDPR(concerning security of processing, Personal Data Breach notification, communication of a Personal Data Breach to the data subject, data protection impact assessments, and prior consultation with supervisory authorities) to the extent applicable to the UNISON Branch, taking into account the nature of the processing and the information available to the Supplier;
      11. (at no additional cost to the UNISON Branch) deal promptly and properly with all enquiries or requests from the UNISON Branch relating to the Controller Personal Data and the data processing activities and promptly provide to the UNISON Branch in such form as the UNISON Branch may request, a copy of any Controller Personal Data requested by the UNISON Branch within timescales notified to the Processor by the UNISON Branch;
      12. (at no additional cost to the UNISON Branch) assist the UNISON Branch (where requested by the UNISON Branch) in connection with any regulatory or law enforcement authority audit, investigation or enforcement action in respect of the Controller Personal Data;
      13. immediately notify the UNISON Branch in writing about:
          1. any actual or suspected Personal Data Breach and any accidental loss, disclosure or unauthorised access of which the Supplier becomes aware in respect of Controller Personal Data;
          2. any request for disclosure of the Controller Personal Data by a law enforcement authority (unless otherwise prohibited) and without responding to such law enforcement authority other than to acknowledge receipt);
          3. any request, enquiry or complaint received from a data subject in respect of the Controller Personal Data (without responding to such data subject other than to acknowledge receipt);
      14. maintain a record of its processing activities in accordance with Article 30 of the UK GDPR; and
      15. indemnify the UNISON Branch against all liabilities, claims, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the UNISON Branch or for which it may become liable as a result of or in connection with any failure of the Supplier, its employees, agents, consultants, subcontractors or sub-processors to comply with this Schedule 1 or the Data Protection Laws.
3. INTERNATIONAL DATA TRANSFERS
   1. The Supplier shall not transfer the Controller Personal Data outside the UK or to an international organisation without:
      1. obtaining the written permission of the UNISON Branch;
      2. ensuring appropriate levels of protection, including any appropriate safeguards if required, are in place for the Controller Personal Data in accordance with the Data Protection Laws;
      3. notifying the UNISON Branch of the protections and appropriate safeguards in paragraph 4.1.2 above; and
      4. documenting and evidencing the protections and appropriate safeguards in paragraph 4.1.2 above and allowing the UNISON Branch access to any relevant documents and evidence.
4. DETAILS OF PROCESSING ACTIVITIES
   1. The following table sets out the details of processing the Supplier is authorised to carry out:

|  |  |
| --- | --- |
| **Purposes for which the Personal Data shall be processed**  Please specify the purposes for which the Supplier intends to process the Personal Data. |  |
| **Description of the categories of the data subjects**  Please specify the categories of data subject whose Personal Data shall be processed under this Agreement. |  |
| **Description of the categories of Personal Data**  Please specify the categories of Personal Data that shall be processed under this Agreement. |  |
| **Description of transfers of Personal Data to a country outside of the UK**  Please record transfers of Personal Data outside of the UK, recording the country and/or international organisation and, where applicable, please document suitable safeguards. |  |
| **The envisaged time limits for erasure of the different categories of Personal Data**  Please specify how long you think the Personal Data will be retained for, where possible. |  |
| **General description of technical and organisational security measures**  Please describe the measures put in place under Article 32(1) of the UK GDPR. | **Method of secure transfer to be used:**  **Security Measures to be in place once shared:** |
| **Authorised Sub-Processors**  List the sub-processors who will process Personal Data. |  |

**Schedule 2 – Supplier Code of Conduct v2022**

UNISON actively promotes the adoption of good labour standards, worker rights, equal opportunities and considers occupational health and safety a priority. Products and services must be produced and supplied under safe working conditions that do not involve abuse or exploitation of persons and in a manner that promotes sustainable practices and protects the environment.

UNISON seeks to work with suppliers that share the same values and standards for workers. As a minimum, UNISON seeks to engage suppliers that comply with all relevant legislation, including adherence to the Modern Slavery Act and have sound employment and working practices, including health and safety and environmental record.

UNISON is an accredited Living Wage Employer and seeks to work with organisations that pay a minimum of the Living Wage. UNISON will not work with suppliers (or their sub-contractors) that unlawfully discriminate against employees, or suppliers that prevent or discourage employees from joining trade unions.

UNISON expects its Suppliers to actively work towards applying the labour standards set out under the Ethical Trade Initiative (ETI) Base Code. This should include any sub-contractors. Suppliers should also have ethical audits carried out to demonstrate their commitment and identify any risks in this area. Suppliers must be able to demonstrate any corrective action/measures taken in the event of any non-compliance.

Suppliers are expected to have or be working towards having policies or statements on the following:

* Health and safety
* Environmental management (or sustainable practices/corporate social responsibility)
* Quality
* Employee policy and procedures including (but not limited to) training and development, apprenticeships, disciplinary, grievance and appeal, bullying and harassment
* Equal Opportunities -  including prevention and discipline processes for discrimination against marginalised groups, such as LGBT+ workers and Black workers
* Trade Union recognition and staff consultation
* Transparency in supply chains (TISC) statement (as required by the Modern Slavery Act 2015) or other policy/statements in this area if not covered by the Act
* Business Continuity Planning
* Anti-corruption and anti-bribery
* Ensuring as far as is practicable, the eradication of the use of conflict minerals
* Data protection and security standards (if applicable)

UNISON reserves the right to exclude any suppliers from procurement processes if it is found that the organisation:

1. Is bankrupt or is the subject of insolvency or winding-up proceedings
2. Is in breach of legislation, such as labour including block listing of trade unionists, health and safety, environmental, social or data protection
3. Is found to have overstated achievements under their Modern Slavery Transparency Statement or on other publicly available material
4. Has attempted to unduly influence the decision making process,
5. Has negligently provided misleading information, withheld information or is not able to submit supporting information
6. Has entered into agreements with other organisations aimed at distorting competition
7. Facilitates arms trading by hosting arms fairs on their premises and or develops, produces or trades indiscriminate weapons used in the violation of human rights.

As well as requesting details of such policies and statements UNISON will request information on employment practices and may wish to test the information provided. Depending on the contract this may involve UNISON personnel speaking to employees and other clients and visiting supplier/client premises to test and validate information provided.

UNISON’s suppliers must declare any relationship with UNISON staff that could be a potential conflict of interest.

We expect suppliers to maintain ethical controls over their business activity which ensures no risk of bribery or corruption within their personnel and their supply chain.

Suppliers must protect all sensitive information, including confidential, proprietary and personal information. Information should not be used for any purposes beyond the scope of the business arrangement.

UNISON’s suppliers are required to comply with this Code of Conduct.