

COLEG GWENT

GENERAL CONDITIONS OF PURCHASE

1. Definitions and Interpretation

1.1 The following definitions apply in this Contract

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| Authorised Officer | any Coleg Gwent employee authorised, either generally or specifically in accordance with Coleg Gwent financial regulations to sign Purchase Orders. |
| CG | Coleg Gwent of Pontypool Campus, Blaendare Road, Pontypool, NP4 5YE |
| Contract | these Terms plus an associated Purchase Order and existing contract between the College and Supplier, as applicable as further described in clause 2 below |
| EIRs | the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner |
| FOIA | the Freedom of Information Act 2000 and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes or practice issued by the Information Commissioner |
| Goods | the material and articles (or any part of them) as described in the Contract |
| Order Amendment | CG order amendment or series of order amendments, each order amendment having precedence over any earlier order amendment |
| Persistent breach | the repetition of a breach on three occasions over the term of the Contract or the occurrence of any three breaches in a rolling twelve month period |
| Purchase Order | CG's order for Supplies as set out in CG's purchase order form |
| Services | the services, or any part of them, to be provided by the Supplier under the Contract |
| Supplier | the person, company or firm from which the CG purchases Supplies |
| Supplies | the Goods and/or Services ordered by the CG under a Purchase Order |
| Terms | these terms and conditions as amended from time to time in accordance with clause 27.1 |
| Transparency | the supplier acknowledges that the United Kingdom Government's transparency agenda requires that contracts, such as this Framework Agreement and any Call-Off Contract, and any sourcing document, such as the invitation to sourcing, are published on a designated, publicly searchable website. |
| VAT | value added tax chargeable from time to time |

1.2 The following rules of interpretation apply in this Contract:

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) a reference to a party includes its successors and permitted assigns.
- (c) a reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (d) 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.
- (e) A reference to writing or written includes fax and email.

2. The Contract

- 2.1 These Terms apply to every Purchase Order placed by CG with any Supplier. The Contract constitutes an offer by CG to purchase Supplies from the Supplier in accordance with these Terms and the terms of any associated Purchase Order or contract. The Contract shall be deemed to be accepted on the earlier of the Supplier issuing written acceptance of the Contract or any act by the Supplier consistent with fulfilling the order. These Terms apply to the Contract to the exclusion of any other terms that the Supplier seeks to incorporate, or which are implied by trade, custom, practice or course of dealing. When a Purchase Order is placed against an existing contract between CG and the Supplier then in the event of any inconsistency between these Terms and the existing contract, the terms and conditions of that contract shall prevail over these Terms.
- 2.2 Where applicable, the Purchase Order number and date must be quoted on all advice notes, invoices and correspondence relating to this Contract. Failure to do so may delay payment.
- 2.3 All of these Terms shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

3. Price

- 3.1 The Supplier shall supply and distribute to CG the Supplies at the prices set out in the Contract. The price shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Contract including storage, packaging, insurance, delivery, installation and commissioning (as applicable). No extra charges shall be effective unless agreed in writing and signed by CG.
- 3.2 All amounts payable by CG under a Contract are exclusive of VAT. Where any taxable supply for VAT purposes is made under the Contract, CG shall, on receipt of a valid VAT invoice from the Supplier, pay such additional amounts in respect of VAT as are chargeable on the Supplies at the same time as payment is due for the Supplies.

4. Variations

- 4.1 CG shall have the right, before delivery, to send the Supplier an Order Amendment adding to, deleting or modifying the Goods or Services. If the Order Amendment will cause a change to the price or delivery date then the Supplier must suspend performance of the Contract and notify CG without delay, calculating the new price and delivery date at the same level of cost and profitability as the original price. The Supplier must allow CG at least 10 working days to consider any new price and delivery date. The Order Amendment shall take effect when but only if an Authorised Officer accepts in writing the new price and delivery date within the time the Supplier stipulates. If the Authorised Officer fails to confirm the Order Amendment within the time the Supplier stipulates then performance of Contract shall immediately resume as though the said Order Amendment had not been issued

5. Legal and contractual requirements

5.1 The Supplier shall ensure that the Goods shall:

- (a) conform in every respect with the provisions of the Contract and correspond with their description or any samples, patterns, drawings, plans and any applicable specification;
- (b) 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 CG, expressly or by implication, and in this respect CG relies on the Supplier's skill and judgement;
- (c) where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery;
- (d) comply with all applicable statutory and regulatory requirements including relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and
- (e) be new (unless otherwise specified in the Contract).

5.2 In providing the Services, the Supplier shall:

- (a) supply the Services to CG in accordance with the terms of the Contract and meet any performance dates for the Services specified in the Contract;
- (b) cooperate with CG in all matters relating to the Services and comply with all instructions of CG;
- (c) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's profession, industry or trade;
- (d) 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;
- (e) ensure that the Services will conform with all descriptions and specifications set out in the Contract and any specification and shall be fit for any purpose that CG expressly or impliedly makes known to the Supplier;
- (f) provide all equipment, tools and vehicles and such other items as are required to provide the Services;

- (g) use the best quality goods, materials, standards and techniques, and ensure that all goods and materials supplied and used in the Services or transferred to CG will be free from defects in workmanship, installation and design;
 - (h) observe all applicable health and safety rules and regulations; and
 - (i) comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the Services.
- 5.3 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.
- 5.4 Time is of the essence for all deliveries of Goods and in relation to any performance dates stipulated in the Contract for the Services.
- 5.5 The Supplier shall ensure that unless specifically required under the Contract, there shall be no asbestos content in the Supplies.

6. The Supplier's Warranty

- 6.1 It is expressly agreed between CG and the Supplier that;
- (a) the Supplier shall promptly make good at the Supplier's expense any defect in Goods that CG discover under proper usage during the first 12 months of actual use or 18 months from the date of acceptance by CG whichever period shall expire first. Such defects may arise from the Supplier's faulty design the Supplier's erroneous instructions as to use or inadequate or faulty materials or poor workmanship or any other breach of the Supplier's obligations whether in this Contract or at law;
 - (b) repairs or replacements will themselves be covered by the above warranty but for a period of 12 months from acceptance by CG; and
 - (c) the Supplier will ensure that compatible spare parts are available to facilitate repairs (where applicable) for a period of at least 10 years from the date of delivery of the Goods.

7. Delivery of Goods

- 7.1 All Goods are to be delivered at the place and time specified in the Contract. All Goods shall be adequately packed to avoid damage and breakages and enable them to reach their destination in good condition. Any Goods broken, damaged, or not in good condition, either in whole or in part, before acceptance shall be replaced free of cost to CG within seven calendar days of CG notifying the Supplier of such broken, damaged or poor condition Goods. The Supplier acknowledges that all deliveries shall be accepted by CG on the condition that they are unexamined for the purposes of breakages, damages, condition and shortages and, when examined at a later date if the Goods are found to be broken, damaged, in poor condition or short they shall, within seven calendar days of notification to the Supplier, be replaced by the Supplier free of all cost to CG.
- 7.2 An advice note must be posted to the delivery address the day the goods are despatched or shall accompany the despatch stating the Purchase Order number, where applicable, the date of delivery, the establishment receiving delivery and itemising the goods so despatched. Title and risk in the goods passes on the date (if any) specified in the Contract and if none is specified on the earlier of completion of unloading of the Goods at the

delivery address in accordance with the Contract or payment in full for the Goods. If CG make any advance or stage payment, at the time full payment is made the Supplier must mark the Goods as CG property.

- 7.3 The Supplier shall not deliver the Goods in instalments without CG's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may not be invoiced until completion of the final instalment except with the prior express written consent of CG.

8. Quality and Description

(a) The Goods shall:

- (i) conform in every respect with the provisions of the Contract;
- (ii) be capable of all standards of performance specified in the Contract;
- (iii) be fit for any purpose made known to the Supplier expressly or by implication and in this respect Coleg Gwent rely on the Supplier's skill and judgment;
- (iv) be new (unless otherwise specified on the Purchase Order) and be of sound materials and skilled and careful workmanship
- (v) correspond with their description or any samples, patterns, drawings, plans and specifications referred to in the Contract;
- (vi) be of satisfactory quality
- (vii) comply with any current legislation.

(b) Unless specifically required under the Contract, there shall be no asbestos content in the Goods.

(c) CG's Procurement Manager or an Authorised Officer shall be entitled to reject any Supplies which do not comply with the Contract. On notice of rejection the Supplier shall, as soon as reasonably practicable, remove any goods or remedy any works or services so rejected at his own expense. Should the Supplier fail to remove or remedy, as applicable, such rejected Supplies within a reasonable period, CG shall be entitled to remove or remedy the rejected Supplies. The Supplier shall indemnify CG against the costs and expenses of such removal or remediation. Notice of rejection may be given by any means to the Supplier, his servant or agent and CG shall give such notice as soon as reasonably practicable after delivery. Where requested, the Supplier shall replace any rejected Supplies with Supplies conforming to the Contract.

9. Progress and Inspection

9.1 The Supplier shall at the Supplier's expense provide any programmes of manufacture and delivery that CG may reasonably require. The Supplier shall notify CG without delay in writing if the Supplier's progress falls behind or may fall behind any of these programmes.

9.2 CG shall have the right to check progress at the Supplier's works at all reasonable times and to inspect and test Goods at any time before delivery. If, following such inspection or testing, CG considers that the Goods do not comply or are unlikely to comply with the Contract, CG shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

10. Packaging

10.1 Unless otherwise stated in the Contract, all packaging shall be non-returnable. If the Contract states that packaging is returnable, the Supplier must give CG full return instructions before the time of delivery. The packaging must be clearly marked to show to whom it belongs. The Supplier must pay for the cost of all carriage and handling for the return of the packaging. CG shall not be liable for any packaging lost or damaged in transit.

11. Safety

11.1 The Supplier shall observe all legal requirements of the United Kingdom, European and relevant international agreements in relation to health, safety and environment, and in particular to the making of hazardous Goods, the provision of data sheets for hazardous materials, and all provisions relating to food

12. Delivery and Collection

12.1 If the Supplier or the Supplier's carrier delivers any Goods at the wrong time or to the wrong place then CG may deduct from the Price any resulting costs of storage or transport.

13. Late Delivery

13.1 If the Goods or any part of them are not delivered by the time or times specified in the Contract, CG may by written notice cancel any undelivered balance of Goods. CG may also return for full credit and at the Supplier's expense any Goods that in CG's opinion cannot be utilised owing to this cancellation.

14. Acceptance

14.1 CG shall have the right to reject the Goods in whole or in part whether or not paid for in full or in part within a reasonable time of delivery if they do not conform with the requirements of the Contract. It is agreed that CG may exercise the right of rejection notwithstanding any provision contained in section 11 or section 15A or section 30 (subsections 2A and 2B) or section 35 of the Sale of Goods Act 1979. CG shall give the Supplier a reasonable opportunity to replace the Goods with new Goods that conform with this Contract, after which time CG shall be entitled to cancel the Contract and purchase the nearest equivalent goods elsewhere. In the event of cancellation under this condition the Supplier shall promptly repay any moneys paid under the Contract without any retention or offset whatsoever. Cancellation of the Contract under this condition shall not affect any other rights CG may have. The Supplier must collect all rejected Goods within a reasonable time of rejection or CG shall return them to the Supplier at the Supplier's risk and expense.

15. Payment

15.1 Unless stated otherwise in the Contract CG shall normally pay the Supplier within 30 days of the date of a correctly rendered invoice stating the Purchase Order number (where applicable) and quoting any discount available. A payment will be made after an officer of CG has certified that the Goods or Services have been provided in accordance with the Contract. The Supplier's invoice must be addressed to the Director of Finance at CG. CG shall not be held responsible for delays in payment caused by the Supplier's failure to comply with these invoicing instructions.

15.2 Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge. All invoices containing Value Added Tax must conform to the requirements of H.M. Customs and Excise.

15.3 All invoices and statements of account shall be emailed directly to purchaseledger@coleggwent.ac.uk. Statements must be sent not later than the fifth of the month following delivery. Alternatively they can be posted to; Finance Department Coleg Gwent, Pontypool Campus, Blaendare Road, Pontypool, NP4 5YE.

16. Power to Purchase in Default

16.1 If a Supplier fails to deliver Supplies in accordance with the Contract or if the Supplies have been rejected and not replaced with Supplies conforming to the Contract, CG may, at its absolute discretion, purchase elsewhere the Supplies rejected or not delivered and CG shall be entitled to recover from the Supplier any additional costs or expenses incurred by CG over the Contract price.

17. Set Off

17.1 CG may at any time, without notice to the Supplier, set off any liability of the Supplier to CG against any liability of CG to the Supplier whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.

18. Transfer of the contract

18.1 The Supplier shall not assign, novate, subcontract, or transfer or otherwise dispose of or deal with the Contract (in whole or in part) of any or all of its rights and obligations under the Contract without the prior written consent of CG.

19. Subcontracting

19.1 The Supplier shall remain fully responsible for any and all acts, omissions, failures to act of its subcontractors as if they were acts, omissions or failures to act of the Supplier.

20. Indemnity

20.1 The Supplier shall indemnify CG against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses), loss of profit, loss of reputation and all interest, penalties and legal costs on an indemnity basis and all other reasonable professional costs and expenses suffered or incurred by CG arising out of or in connection with:

- (a) any claim made against CG by a third party arising out of or in connection with defects in the Supplies or failure of the Supplier to perform the Contract in accordance with its terms;
- (b) any claim made against CG for death, personal injury or damage to property arising out of, or in connection with defects in the Supplies;
- (c) any claim made against CG 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 Supplies and
- (d) any claim made against CG by a third party in relation to any breach of the GDPR or any breach of the Data Processing Agreement (where applicable) whether caused by a failure or delay in performing, or negligent performance or non-performance of any of the Supplier's obligations under the GDPR or the Data Processing Agreement (where appropriate suppliers should have the relevant insurance in place to cover such a claim).

21. Ownership of Results

21.1 If the Contract involves design and /or development work:

- (a) all rights in the results arising out of or deriving from this Contract, shall be CG property and CG shall have the sole right to determine whether any protection shall be sought, including but not limited to letters patent, registered designs, trademarks or any other relevant forms of protection for Intellectual Property created.
- (b) The Supplier shall promptly communicate to CG all such results and shall if requested and at CG expense do all acts and things necessary to enable CG or CG's nominee to obtain letters patent, registered designs and other protection for Results in all territories and to assign the same to CG or CG's nominee.
- (c) The Supplier shall ensure that all technical information (including computer programs and programming information) arising out of or deriving from this Contract is held in strict confidence except for any such information which becomes public knowledge other than by breach of this Contract.

22. Termination

22.1 If the Supplier commits a material or Persistent breach of the contract GG shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to refuse to accept any subsequent performance of the Services and/or delivery of Goods which the Supplier attempts to make;
- (c) 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
- (d) to claim damages for any additional costs, loss or expenses incurred by CG which are in any way attributable to the Supplier's failure to meet such dates.

22.2 CG may at its option terminate the Contract either in whole or in part if:

- (a) the Supplier's financial position deteriorates to such an extent that in CG's reasonable opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
- (b) the Supplier, its employees, agents or any subcontractor commits any offence under the Bribery Act 2010 with or without the knowledge or authority of the Supplier in relation to this Contract or any other contract with CG;
- (c) there is a change of control of the Supplier; or
- (d) a force majeure event preventing performance of the Contract continues for 4 consecutive weeks.

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

23. Coleg Gwent Right of Cancellation

23.1 In addition to CG's other rights of termination under this Contract, CG may terminate the Contract and any Order Amendment thereto at any time by sending the Supplier a notice of termination. The Supplier will comply with any reasonable instructions that CG may issue with regard to the Goods. If the Supplier submits a termination claim then CG will pay to the Supplier the cost of any commitments, liabilities or expenditure which in CG's reasonable opinion were a consequence of this Contract at the time of termination. The total of all payments made or due to the Supplier under this condition shall not exceed the Contract price. If the Supplier fails to submit a termination claim within 3 months of the date of Coleg Gwent's notice of termination then CG shall have no further liability under the Contract. **Force Majeure**

23.2 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from events, circumstances or causes beyond its reasonable control.

24. Corrupt Gifts

24.1 The Supplier shall not give, provide, nor offer to CG staff and agents any loan, fee, reward, gift or any emolument or advantage whatsoever. In the event of any breach of this Condition CG shall, without prejudice to any other rights CG may possess, be at liberty forthwith to terminate this Contract and to recover from the Supplier any loss or damage resulting from such termination.

24.2 The Supplier shall:

- (a) Comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- (b) Not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) Have and shall maintain in place throughout the term of this Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010;
- (d) Promptly report to CG any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Contract.

24.3 The Supplier shall ensure that any person associated with the Supplier who is performing services in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 26.

25. Waiver

25.1 A failure or delay by a party to exercise any right or remedy provided under this Contract shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial

exercise of any right or remedy provided under this Contract shall prevent or restrict the further exercise of that or any other right.

26. Notice

26.1 All notices and communications required to be sent by the Supplier to CG regarding this Contract shall be in writing and sent by first class mail or e-mail. If sent to the Supplier, notices must be posted to its registered or head office or emailed to Procurement.Department@coleggwent.ac.uk. Notices sent to CG shall be posted to Procurement Manager, Pontypool Campus, Blaendare Road, Pontypool, NP4 5YE [or emailed to Procurement Department@coleggwent.ac.uk. Where posted, notices shall be deemed to have reached the party to whom it is addressed on the next business day following the date of posting.

27. Amendment

27.1 No addition alteration or substitution of these Terms will bind CG or form part of the Contract unless and until accepted in writing by an Authorised Officer.

28. Confidentiality

28.1 Suppliers are required to regard all communications between themselves and CG as confidential unless otherwise advised in writing by CG. Suppliers shall not divulge any information on pricing to any third party except any person employed or engaged by either party in connection with the Contract in the course of such employment or engagement. Any information obtained may only be used for the purposes of this Contract.

29. Promotion of Contracts

29.1 The promotion of any agreement between the Supplier and CG shall only be made after confirmation in writing is obtained by CG stating that this is acceptable. Under no circumstances should the price agreed between the Supplier and CG be made available to any other third party unless agreed in writing by CG. This includes the promotion of an agreement on the Suppliers web-site or any other promotional material.

30. Compliance with Statutory Regulations

30.1 The supplier shall comply with all applicable laws, statutes and regulations including but not limited to those relating to ethical and responsible standards of behaviour, human rights (including human trafficking and slavery and conflict mineral sourcing), environmental protection, sustainable development, data protection GDPR and bribery and corruption.

30.2 The Supplier shall at all times comply with the provisions of the Welsh Language Act 1993 and CG's own Welsh Language Scheme, details of which are available from CG on request.

30.3 Suppliers providing goods or services to CG warrant that they have thoroughly investigated their labour practices and those of their direct suppliers, to ensure that there is no slavery or forced labour used anywhere in their organisation or by any direct suppliers or subcontractor to their organisation.

30.4 The Supplier confirms that it has put in place all necessary processes, procedures, investigations and compliance systems to ensure that this situation will continue to be the case at all times and they are fully compliant with the Modern Slavery Act 2015

- 30.5 If the Supplier, its agents, staff or Sub-Contractors are required to deliver Goods and/or perform the Services (or any part thereof) on CG premises or alongside its employees or students on any other premises, the Supplier shall take all reasonable steps to ensure observance of the CG equal opportunities policy by such agents, staff or Sub-Contractors.
- 30.6 The Supplier shall not discriminate, whether directly or indirectly, or by way of victimisation or harassment, contrary to the Equality Act 2010 on the grounds of age, disability, gender reassignment, race, religion or belief, sex or sexual orientation. The Supplier shall take all reasonable steps to secure the observance of this obligation by its agents, staff or Sub-Contractors engaged by it in relation to the Service.
- 30.7 The Supplier warrants that its own practices and procedures comply with the Equality Act 2010 and that its employees are fully trained on matters relating to the prevention of unlawful discrimination, are suitably qualified and experienced and shall fulfill their duties in a professional and ethical manner, consistent with CG's commitment to equal opportunities and high standards of behavior.
- 30.8 The Supplier shall provide such information as CG requires about the Supplier's policies and practices concerning the prevention of unlawful discrimination and the promotion of equal opportunities both in terms of employment and customer service.
- 30.9 The Supplier shall notify CG promptly and in writing as soon as the Supplier becomes aware of any proceedings brought against the Supplier under the Equality Act 2010 in relation to any contract.
- 30.10 If a finding of unlawful discrimination contrary to the Equality Act 2010 is made against the Supplier or against CG arising from the Supplier's conduct, CG will require the Supplier to take immediate remedial steps to prevent further recurrences.
- 30.11 If the Supplier enters into any Sub-Contract as authorized in connection with the Contract, the Supplier shall impose equivalent obligations on its Sub-Contractors with regard to equal opportunities.

31. Data Protection

- 31.1 Where performance of the Contract requires the Supplier to process CG personal data, the Supplier shall enter into a Data Processing Agreement on CG's standard terms and comply with the requirements of such agreement

32. TUPE

- 32.1 Under the relative TUPE legislation Suppliers will provide any information that is requested of them concerning areas relating to individuals under TUPE.

33. Freedom of Information

- 33.1 The Supplier acknowledges that CG is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
- (i) assist and co-operate with CG to enable CG to comply with its obligations under the FOIA and EIRs;
 - (ii) transfer to CG any request for information or apparent request made under the FOIA or EIRs as soon as practicable and in any event, within 2 working days of receipt;
 - (iii) provide CG with information requested or apparently requested under the FOIA or EIRs which is in its possession or control within 5 working days of a request from CG; and

- (iv) not respond directly to a request or apparent request for information made under the FOIA or EIRs unless authorised in writing to do so by CG.

33.2 The Supplier acknowledges that CG may be required under the FOIA and EIRs to disclose information, including commercially sensitive information, without consulting or obtaining consent from the Supplier and that CG is solely responsible for determining whether any information, including commercially sensitive information, is exempt from disclosure in accordance with the FOIA and EIRs.

34. Governing Law and Jurisdiction

34.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

If you require this document in Welsh please contact procurement@coleggwent.ac.uk