

ROYAL WELSH COLLEGE OF MUSIC AND DRAMA

PURCHASE ORDER TERMS AND CONDITIONS

1. Definitions

"We", "Us" and "Our" means the Royal Welsh College of Music and Drama. "You" and "Your" means the person, firm or company to whom the Purchase Order is addressed and any employees, sub-contractors or agents of said person, firm or company. "Goods" means the materials, articles, works and services described in the Contract. "Services" the services, including the deliverables supplied as set out in the contract. "Package" means any type of package including bags, cases, carboys, cylinders, drums, pallets, tank wagons and other containers. "Authorised Officer" means Our Director of Finance and Operations authorised, either generally or specifically, by Us to sign Our Purchase Order, confirmation of which may be obtained from the Director of Finance and Operations. "Authorised" means signed by Our Authorised Officer. "Purchase Order" means Our Authorised Purchase Order having these General Conditions of Purchase on its reverse or attached to it or referring to these General Conditions of Purchase on its face. "Order Amendment" means Our Authorised Order Amendment or series of Order Amendments, each Order Amendment having precedence over any earlier Order Amendment. "Contract" has the meaning given in Condition 2 below. "Price" has the meaning given in Condition 3 below. "Sale of Goods Act 1979" shall mean the Sale of Goods Act 1979 as amended by the Sale and Supply of Goods Act 1994. "Supply of Goods and Services Act 1982" shall mean the Supply of Goods and Services Act 1982 as amended by the Sale and Supply of Goods Act 1994. "VAT" means value added tax under the Value Added Tax Act 1994 or any other similar sale or fiscal tax applying to the sale of the Goods.

2. The Contract

You agree to sell and We agree to purchase the Goods or Services in accordance with the Contract. The Contract shall comprise (in order of precedence) any Order Amendments, the Purchase Order, these General Conditions of Purchase, any other document (or part document) referred to on the Purchase Order. The Contract shall not include any of Your conditions of sale, notwithstanding reference to them in any document. However, should this Contract be held by a court of competent jurisdiction to include Your terms and conditions of sale then in the event of any conflict or apparent conflict these General Conditions of Purchase shall always prevail over Your terms and conditions of sale. Delivery of Goods or Services in response to a Purchase Order or Order Amendment shall be taken to imply that You have accepted the terms and conditions of this Contract.

3. Price

You will sell Us the Goods or Services for the firm and fixed Price stated in the Contract. If no Price is stated in the Contract then the Price shall be a fair price, taking into account prevailing market conditions. The Price shall include storage, packing, insurance, delivery, installation and commissioning (as applicable) but shall exclude VAT. No increased Price may be made by You after the order is placed by us unless We make an Order Amendment as in accordance with Condition 5.

4. Payment

- (a) You shall invoice Us for the Goods or Services on or after the delivery of the Goods or Services, if later, on Our acceptance of the Goods or Services.
- (b) We shall pay each validly submitted and undisputed invoice within 30 days of receipt.
- (c) Without prejudice to any other remedy available to Us, We shall be entitled to set-off under the Contract any liability which We have or any sums which We owe to You in accordance with Condition 33.
- (d) Time of payment is not of the essence. Where sums due under the Contract are not paid in full by the due date, to compensate You for all loss from Our breach, We shall pay on the sum overdue interest (before and after judgement) on a daily basis until payment in full at the rate of 4% per annum above the Official Bank Rate from time to time of the Bank of England. You acknowledge that this is a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.
- (e) VAT shall be charged by You and paid by Us at the applicable rate at the time the invoice was issued.

5. Variations

We shall have the right, before delivery, to send You 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 You must suspend performance of the Contract and notify Us without delay, calculating the new Price and delivery date at the same level of cost and profitability as the original Price. You must allow Us at least 10 working days to consider any new Price and delivery date. The Order Amendment shall take effect when but only if Our Authorised Officer accepts in writing the new Price and delivery date within the time You stipulate. If Our Authorised Officer fails to confirm the Order Amendment within the time You stipulate then performance of the Contract shall immediately resume as though the said Order Amendment had not been issued (except that We may still exercise Our right of cancellation in accordance with Condition 6).

6. Our Right of Cancellation

- (a) We shall have the right to cancel this Contract, the Purchase Order and any Order Amendment for the Goods or Services or for any part of the Goods or Services which have not yet been delivered to Us.
 - (i) In relation to any Purchase Order or Order Amendment cancelled or part-cancelled under Condition 6 (a), on receipt of a validly issued and properly documented evidence, which must be received by Us no later

than three months after any such cancellation, We shall pay for that part of the Price which relates to the Goods or Services which at the time of cancellation have been delivered to Us; and

- (b) To the maximum extent possible, You shall mitigate all costs relating to the Purchase Order or Order Amendment upon receipt of cancellation under this Condition 6.

7. 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 You expressly or by implication and in this respect We rely on Your skill and judgement;
 - (iv) be new (unless otherwise specified on the Purchase Order);
 - (v) be of sound materials and using crafting skill, artisanry or expertise as relevant;
 - (vi) correspond with their description or any samples, patterns, drawings, plans and specifications referred to in the Contract be of satisfactory quality; and
 - (vii) comply with any applicable laws, legislation, statutes, codes and regulatory guidance.
- (b) Unless specifically required under the Contract, there shall be no asbestos content in the Goods.

8. Work on Our Premises

If the Contract involves any works or services which You perform on Our premises then the following conditions shall apply:

- (a) you shall ensure that You and Your employees, Your sub-contractors and their employees and any other person associated with You will adhere in every respect to the obligations imposed on You by current safety legislation; and
- (b) you shall ensure that You and Your employees, Your sub-contractors and their employees and any other person associated with You will comply with any regulations that We may notify to You in writing from time to time, including any of Our policies and procedures which You, Your sub-contractors and their employees and any other person associated with You must use all reasonable endeavours to comply with.

9. Progress and Inspection

- (a) You shall at Your expense provide any programmes of manufacture and delivery that We may reasonably require. You shall notify Us without delay in writing if Your progress falls behind or may fall behind any of these programmes.
- (b) We shall have the right to check progress at Your works or the works of sub contractors at all reasonable times, to inspect and to reject Goods that do not comply with the Contract. Your subcontracts shall reserve such right for US.

- (c) Any inspection, or approval shall not relieve You from Your obligations under this Contract.

10. Package

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

11. Safety

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

12. Delivery

- (a) The Goods shall be properly packed, secured and despatched at Your expense to arrive in good condition at the time or times and the place or places specified in the Contract.
- (b) The Goods will be deemed delivered on arrival only of the Goods at the place or places specified in the Contract. by You or Your nominated carriers (as the case may be).
- (c) The Goods shall not be deemed delivered by instalments unless otherwise agreed in writing by Us. If You or Your carrier deliver any Goods at the wrong time or to the wrong place then We may deduct from the Price any resulting costs of storage or transport.

13. Late Delivery:

If the Goods or any part of them are not delivered by the time or times specified in the Contract then We may by written notice cancel any undelivered balance of the Goods. We may also return for full credit and at Your expense any Goods that in Our opinion cannot be utilised owing to this cancellation. In the case of services, We may have the work performed by alternative means and any additional costs reasonably so incurred shall be at Your expense. This shall not affect any other rights that We have.

14. Property and Risk

- (a) You shall bear all risks of loss or damage to the Goods until they have been delivered and shall insure accordingly. Risk in any of the Goods shall pass to Us on the sooner of:
 - (i) Delivery of the Goods to Us as set out in Condition 12; or
 - (ii) Our acceptance of the Goods in accordance with Our directions.
- (b) Ownership of the Goods shall pass to Us:
 - (i) when the Goods have been delivered but without prejudice to our right of rejection under this Contract, and
 - (ii) if We make any advance or full payment for the Goods, at the time such payment is made, in which case You must as soon as possible mark the

Goods as Our property.

- (c) The passing of title shall not prejudice any other of Our rights and remedies, including the right to reject,
- (d) You, Your employees, sub-contractors or any other person associated with You shall not have a lien on, right of stoppage in transit or other rights in or to any Goods to which has vested in Us or any specifications or materials of Us, and You shall ensure that relevant third parties accept the exclusion of such lien and rights.

15. Acceptance

- (a) We shall be entitled to reject any Goods which are not in full Compliance with the Contract. Any acceptance of defective, late, or incomplete Goods or any payment made in respect thereof, shall not constitute a waiver of any Our rights or remedies, including the right to reject.
- (b) We shall give You a reasonable opportunity to replace the Goods with new Goods that conform with this Contract, after which time We shall be entitled to cancel the Purchase Order and purchase the nearest equivalent goods elsewhere.
- (c) In the event of cancellation under this condition You shall promptly repay any moneys paid under the Contract without any retention or offset whatsoever. Cancellation of the Purchase Order under this condition shall not affect any other rights We may have. You must collect all rejected Goods within a reasonable time of rejection, or We shall return them to You at Your risk and expense.

16. Your Warranty

- (a) It is expressly agreed between us that:
- (b) You shall promptly make good at Your expense any defect in the Goods that We discover under proper usage during the first of 12 months of actual use or 18 months from the date of acceptance by Us whichever period shall expire first. Such defects may arise from Your faulty design Your erroneous instructions as to use or inadequate or faulty materials or poor crafting skill, artisanry or expertise or any other breach of Your obligations whether in this Contract or at law.
- (c) Repairs or replacements will themselves be covered by the above warranty but for a period of 12 months from acceptance by Us.
- (d) You will ensure that compatible spares are available to facilitate repairs (where applicable) for a period of at least 10 years from the date of delivery of the Goods.

17. Indemnity and Insurance

- (a) You shall indemnify Us against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any) which We may incur either at common law or by statute in respect of personal injury to or death of any person or in respect of any loss or destruction of or damage to property (other than as a result of any default or neglect of Ourselves or of any person for whom We are responsible) which shall have Occurred in connection with any work executed by You under this Contract or shall be alleged to be attributable to some 'defect in the Goods.

- (b) This Purchase Order is given on the condition that (without prejudice to the generality of Condition 17(a) You will indemnify us against all loss, costs, claims, demands, expenses and liabilities whatsoever (if any) which We may incur either at common law or by statute (other than as a result of any default or neglect of Ourselves or of any person for whom We are responsible) in respect of personal injury to or death of any of Your or Our employees, agents, sub-contractors or other representatives while on Our premises whether or not such persons are (at the time such personal injury or deaths are caused) acting in the course of their employment.
- (c) You will indemnify Us against any and all loss, costs, expenses and liabilities caused to Us whether directly or as a result of the action, claim or demand of any third party by reason of any breach by You of these conditions or of any terms or obligations on Your part implied by the Sale of Goods Act 1979, by the Supply of Goods and Services Act 1982 or by any other statute or statutory provision relevant to the Contract or to Goods or work covered thereby. This indemnity shall not be prejudiced or waived by any exercise of Our rights under Condition 16.
- (d) You shall hold satisfactory insurance cover with a reputable insurer to fulfil Your insurance obligations for the duration of this Contract including public liability insurance cover of at least £2M (two million pounds Sterling). You shall effect insurance against all those risks arising from Your indemnity in Condition 17(c). Satisfactory evidence of such insurance and payment of current premiums shall be shown to Us upon request.

18. Recovery of Sums Due

Whenever under the Contract any sums of money shall be recoverable from or payable by You, they may be deducted from any sums then due, or which at any later time may become due to You under this Contract or under any other contract You may have with Us.

19. Force Majeure

- (a) For the purpose of this Agreement "Force Majeure" means any event(s) or circumstance(s) beyond the reasonable control of either party which hinders, prevents, or impedes the due performance of the obligations of such party and which by the exercise of all reasonable diligence such party is unable to prevent including, strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster, impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport, impossibility of the use of public or private telecommunications networks or the acts, decrees, legislation, regulations or restrictions of any government, provided that the mere shortage of labour materials equipment or supplies shall not constitute Force Majeure.
- (b) If either party is hindered, prevented or impeded from or in performing its obligations under this Agreement by reason of Force Majeure it shall promptly give notice to the other party stating the circumstances constituting Force

Majeure and the extent thereof. The obligations of the parties shall thereupon be suspended for so long as the circumstances of Force Majeure may continue and neither party shall be liable to the other for breach or failure to perform its obligations under this Agreement if it is unable to do so under the circumstances of Force Majeure. A party affected by Force Majeure shall use every reasonable effort to minimise the effects of Force Majeure and shall promptly resume performance of its obligations as soon as is reasonably possible after removal of the circumstances of Force Majeure.

- (c) If Force Majeure causes the prevention of any of the requirements of this Agreement being performed by the University or the Supplier for a period of twenty-one (21) days, the University shall be entitled by written notice to the Supplier to terminate this Agreement forthwith.

20. Articles on Loan and Use of Information

- (a) All tools, materials, drawings, specifications and other equipment and data ("the Articles") loaned by Us to You in connection with the Contract shall remain always Our property and be surrendered to Us upon demand in good and serviceable condition (fair wear and tear allowed) and are to be used by You solely for the purpose of completing the Contract. You agree that no copy of any of the articles will be made without the consent in writing of Our Authorised Officer. Until You return all the articles to Us they shall be at Your risk and insured by You at Your own expense against the risk of loss, theft or damage. Any loss of or damage to such articles shall be made good by You at Your expense. All scrap arising from the supply of such articles must be disposed of at Our discretion and all proceeds of sales of such scrap must promptly be paid to Us in full.
- (b) Any information derived from Our property or otherwise communicated to You in connection with the Contract shall be kept secret and confidential and shall not without the consent in writing of Our Authorised Officer, be published or disclosed to any third party, or made use of by You except for the purpose of implementing the Contract.

21. Intellectual Property Rights

- (a) For the purpose of this Condition 21 Intellectual Property Rights (IPRs) means copyright, patents, know-how, trade secrets, trademarks, trade names, design rights, rights in get-up, rights in software, rights in goodwill, rights in Confidential Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case:
 - (i) whether registered or not;
 - (ii) including any applications to protect or register such rights;
 - (iii) including all renewals and extensions of such rights or applications;
 - (iv) whether vested, contingent or future;
 - (v) to which the relevant party is or may be entitled: and
 - (vi) in whichever part of the world existing.

If the Contract involves design and/or development work:

- (b) All IPRs in the results of work arising out of or deriving from this Contract, shall be Our property and We shall have the sole right to determine whether any IPR protections shall be sought.
- (c) All IPRs in Goods made to our designs or instructions shall be Our property at all times and such designs or instructions may only be used by You, Your employees, Your subcontractors or any other person associated with You for the sole purpose of performing Your obligations under this Contract.
- (d) You shall promptly communicate to Us all such results and shall assign (or shall procure the assignment) to Us absolutely, with full title guarantee, all right, title and interest in any such IPRs, and You shall do all such things and sign all documents necessary in Our opinion to so vest all such IPRs in Us and to enable Us to defend and enforce such IPRs.
- (e) You 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. Infringement of IPRs

With the exception of Goods made to Our design or instructions, You warrant that neither the Goods nor Our use of them will infringe any IPRs or other protected right belonging to a third party and undertake to indemnify Us against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any third party IPRs.

23. Non-Observance of Conditions

If You breach or fail to observe any provision of this Contract We may give You written notice of such breach or non-observance and You shall have 28 days from receipt of the notice in which to rectify the breach or non-observance.

Should You fail to rectify the breach or non-observance, then We shall have the right to give You written notice terminating the Contract with immediate effect.

24. Your Insolvency

If You become insolvent or bankrupt or (being a company) make an arrangement with Your creditors or have an administrative receiver or administrator appointed or commence to be wound up (other than for the purposes of amalgamation or reconstruction) We may without replacing or reducing any other of Our rights terminate the Contract with immediate effect by written notice to You or any person in whom the Contract may have become vested.

25. Change of Control

Either party may terminate the Contract at any time by giving not less than four weeks' notice in writing to the other party if the other party undergoes a change of control For the purposes of this condition 25 'control' shall have the meaning given to it under the Corporation Tax Act 2010, s1124.

26. Termination on Notice

The Contract may be terminated by:

- (a) Us giving You a minimum of one months' written notice; or
- (b) You giving Us a minimum of 3 months' written notice.

Such notice not to expire prior to the first anniversary of the date of this Agreement.

27. Assignment and Sub letting

The Contract shall not be assigned by You nor sub-let as a whole. You shall not sub-let any part of the Contract without Our written consent, but We shall not refuse such consent unreasonably. The restriction contained in this condition shall not apply to sub contracts for materials for minor details or for any part of which the makers are named in the Contract. You shall be responsible for all work done and Goods supplied by all sub-contractors.

28. Anti-bribery

- (a) For the purposes of this Condition 28 the expressions '**adequate procedures**' and '**associated with**' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- (b) Each You and We shall comply with applicable bribery laws including ensuring that You and We have in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that any of Your or Our employees, sub-contractors or any other person Associated with You or Us involved in the performance of this Contract so comply.
- (c) Without limitation to Condition 28(b), neither You or Us shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.
- (d) You shall immediately notify Us as soon as You become aware of a breach or possible breach by You or of any of the requirements in this Condition 28.
- (e) Any breach of this Condition 28 by You shall be deemed a material breach of the Contract that is not remediable and shall entitle Us to immediately terminate the Contract by notice.

29. Anti-slavery

You undertake, warrant, and represent that neither the You any of Your employees, sub-contractors or any other person associated with You has:

- (a) committed an offence under the Modern Slavery Act 2015 (a **MSA Offence**); or
- (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
- (c) been or is aware if any circumstances within Your supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015.
 - (i) You shall comply with the Modern Slavery Act 2015 and the Modern

Slavery Policy;

- (ii) You have implemented due diligence procedures to ensure compliance with the Modern Slavery Act 2015 and the Modern Slavery Policy in Your business and supply chain, and those of Your employees, subcontractors or any other person associated with You which will be made available to Us on request at any time throughout the Contract;
- (iii) You shall notify Us immediately in writing if You become aware or have reason to believe that You, or any of Your employees, subcontractors or any other person associated with You has breached or potentially breached any of Your obligations under Condition 29(a) . Such notice to set out full details of the circumstances concerning the breach or potential breach of Your obligations.
- (iv) Any breach of Condition 29(a) by You shall be deemed a material breach of the Contract and shall entitle Us to terminate the Contract with immediate effect.

30. Equality and Diversity

You shall (and shall procure that Your Personnel shall):

- (a) perform Your obligations under this Contract (including those in relation to the Goods) in accordance with:
 - (i) all applicable equality law (whether in relation to race, sex, gender, reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
 - (ii) Our equality and diversity policy as provided to You from time to time;
 - (iii) any other requirements and instructions which We may reasonably impose in connection with any equality obligations imposed on Us at any time under applicable equality law;
- (b) take all necessary steps, and inform the Us of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation); and
- (c) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Contract. You shall also undertake, or refrain from undertaking, such acts as the We request so as to enable the Us to comply with Our obligations under the Human Rights Act 1998.

31. Data Protection

- (a) Both We and You will comply with all relevant provisions of the Data Protection Act 2018 and any subsequent regulations and enactments in relation to personal data including but not limited to the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (and regulations made thereunder) and without limitation to this, both We and You shall ensure that Your and Our employees, sub-contractors and any other person associated with You or Us are bound by appropriate confidentiality and non-use obligations in relation to personal data and notify the You and Us of any unauthorised or unlawful disclosures or use of personal data of which both You and We become aware.

- (b) In the event where the processing of personal data takes place under this Contract, We and You both acknowledge that for the purposes of the Data Protection Legislation, We are the Controller and You are the Processor. Please refer to the Royal Welsh College of Music and Drama's "**Data Processing Agreement**" which sets out Your and Our obligations in respect of the processing of personal data in order to ensure compliance with Data Protection Legislation as well as the scope, nature and purpose of the processing by You, the duration of the processing and the types of Personal Data and categories of Data Subject.

32. Waiver

A failure at any time to enforce any provision of the Contract shall in no way affect the right at a later date to require complete performance of the Contract; nor shall the waiver of the breach of any provision be taken or held to be a waiver of any subsequent breach of the provision or be a waiver of the provision itself.

33. Severance

- (a) If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.
- (b) If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification We and You shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

34. Confidentiality and announcements

For the purpose of this Condition 34, Confidential Information means any information in whatever form (whether in writing, electronic or digital form, verbally or by inspection of documents, computer systems or sites or pursuant to discussions or by any other means) which is confidential in nature, designated orally or in writing by the Disclosing Party (the party disclosing the Confidential Information to the party receiving such information) as confidential or which may reasonably be considered by a business person to be commercially sensitive provided by the Disclosing Party by any means to the Receiving Party (the party receiving such information from the party disclosing such information) in connection with or in anticipation of the Purpose which the Disclosing Party or its representative directly or indirectly makes available to the Receiving Party and whether before on or after the date of this Agreement including:

- the fact that discussions and negotiations are taking place concerning the Purpose and the status of those discussions and negotiations;
- the existence and terms of this Agreement;
- information relating to:
- the business, affairs, business plans, customers, clients, suppliers of the Disclosing Party; and

- the operations, processes, formulae, methods, plans, strategy, product information, know-how, technical information, designs, design rights, trade secrets, market opportunities, customer lists, commercial relationships, marketing, sales materials and general business affairs and software of the Disclosing Party.
 - any information, findings, data or analysis derived from Confidential Information; and
 - any other information that is identified as being of a confidential or proprietary nature.
- (a) You shall keep confidential all Confidential Information belonging to Us and shall only use the same as required to perform the Contract. The provisions of this clause shall not apply to:
- (i) any information which was in the public domain at the date of the Contract;
 - (ii) any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
 - (iii) any information which is independently developed by You without using information supplied by Us; or
 - (iv) any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.
- (b) This clause shall remain in force for a period of five years from the date of the Contract and, if longer, three years after termination of the Contract.
- (c) You shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

35. Notice

All notices and communications required to be sent by You or Us in this Contract shall be made in writing and sent by first class mail and if sent to You sent to Your registered or head office and if sent to Us sent to the Director of Finance and Operations, Royal Welsh College of Music and Drama, Castle Grounds, Cathays Park, Cardiff, CF10 3ER, and shall be deemed to have reached the party to whom it is addressed on the next business day following the date of posting.

36. Amendment

No addition alteration or substitution of these conditions will bind Us or form part of the Contract unless and until accepted in writing by Our Authorised Officer.

37. Law

This Contract shall be subject to English and Welsh Law and the jurisdiction of the English and Welsh Courts.

Signed for and on behalf of the **ROYAL WELSH COLLEGE OF MUSIC AND DRAMA**

Signed:

Name (print):.....

Job title:.....

Date:.....

Signed by [**NAME OF SUPPLIER**]

Signed:

Name (print):.....

Job title:.....

Date:.....