Guidance notes of

[**STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF CONSULTANCY (SHORT FORM)**](http://www.exeter.ac.uk/finance/procurement/buying/termsandconditions/)

The Terms and Conditions (T&Cs) are designed to offer both a generic option and opportunities for the user to add specific requirements. This guidance is intended to assist key personnel to consider where specific clauses may be needed/adapted. Please read in conjunction with the flowchart: [Establishing which Terms and Conditions to use when Tendering/Procuring Goods and/or Services](http://www.exeter.ac.uk/finance/procurement/buying/termsandconditions/)

Please read the T&Cs carefully. You should work through each of the sections below – editing as per the requirements of the contract. Please ensure that you check consequential numbering following any deletions/additions. Where options are included - in these brackets [ ] - the user will be required to consider if the clause is necessary and input/delete if required. Items highlighted **[ ]** require input. Any changes to clauses should be agreed in collaboration with [Procurement Services](http://admin.exeter.ac.uk/corporate/procurement/contact.shtml).

**These T&Cs are for use where the consultant is an individual and the services are relatively low value/low risk.**

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| **Section** | **Guidance** |

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| 1. Definitions and Interpretation | The ‘words and expressions’ included here should relate to the final T&Cs. Additional ‘words and expressions’ may be needed if any bespoke/unique clauses are required. Check consequential numbering following any deletions/additions: |
|  | “University Group” - can be defined in a further schedule if required – consider including PCMD and INTO expressly if they need to be covered by the Services. Alternatively this can be defined in a further Schedule. |
|  | “Project Plan” - More complex projects will require a detailed Project Plan to ensure that there are no misconceptions so can be included if appropriate - probably not needed for smaller consultancy services. Always useful to include if available (i.e. in the PID). See Schedule 3. |
|  | “Price” - The Price should correspond with the agreed price (submitted at tendering). Schedule 1 (below) offers a further opportunity to set out agreed prices. Make sure that additional expenses/costs are clearly identified (e.g. travel/subsistence, training/implementation, out-of-hours/urgent work, accommodation and other expenses additional resources). This should be clearly set out in Appendix 1. |
|  | “Services” **-** Can make reference in Schedule 1 and to any tender document or other document which outlines the services. |
| 5. Anti Corruption | The clauses here are designed to accommodate The Bribery Act 2010 which requires the University to implement policies and procedures that deter and prevent bribery throughout the University and by persons and organisations associated with it. As part of this responsibility all University personnel, suppliers and supplier personnel should make themselves aware of their obligations, set out at <http://www.justice.gov.uk/guidance/making-and-reviewing-the-law/bribery.htm> |
| **6. Payment\*** | These clauses should reflect the intended payment process that will be adopted for the project. It is good practice to produce a Payment Schedule if this is key to the project (Schedule 1]. Consultants (especially when used on an ad hoc basis) will need to know how they will invoice and when they will expect to be paid when an invoice is produced. All invoices and orders should refer to the Contract Reference. |
|  | The **Price** should correspond with the agreed price (submitted at tendering). Schedule 1 (below) offers a further opportunity to set out agreed prices alongside payment arrangements. Make sure that additional expenses/costs are clearly identified (e.g. travel/subsistence, training/implementation, out-of-hours/urgent work, accommodation and other expenses additional resources). |
| **7. Expenses** | As ‘6’ above |
| **10. Performance and Delay** | Establishing the supplier’s ability to deliver specified requirements and to carry out due diligence, is crucial to the success of the contract. Consider carefully and include in Schedule 2 (below). Advice is available on the [Procurement Services](http://admin.exeter.ac.uk/corporate/procurement/contact.shtml) web-pages. |
| **11. Warranty Indemnity and Cancellation** | The clauses here are designed to accommodate the requirements in respect of Warranty. Consider carefully against project requirements  Consider whether Consultant will he have any access to computer systems – if not can delete 11.1.6/7 |
| **14.** **Loss of Software and Data Security** | Consider the requirement for any access to confidential/sensitive information (including to computer systems) and ensure this is covered here.  More likely (but not exclusively) to be appropriate if the Consultant has been engaged to perform consultancy services in relation to an IT project. |
| **18.** **Computer Facilities** | As ‘14’ above |
| **20.** **Records, Audit, Inspection** | Consider whether these provisions work in the context of the services. Requirements for reporting may be included in Schedule 2. |
| **21. Insurance** | Check whether levels requested are appropriate to value of contract/ level of risk. Were specific levels requested in the tender? If in doubt, refer to [Insurance office](http://www.exeter.ac.uk/campusservices/legalandinsuranceservices/) |
| **22. Intellectual Property** | The clauses here are designed to accommodate the Intellectual Property requirements. Consider carefully against project requirements. Consider the extent to which these clauses are necessary based on the Services that the Consultant will be providing. |
| **23 Termination** | Consider what would be a reasonable notice period in the circumstances. Default times can be used if meet the project needs. |
| **34. Dispute Resolution** | For more complex contract it is important to have a procedure for Dispute Resolution in place. Consider carefully who will be involved in this process and include in the Terms and Conditions |

**NB: TUPE** - The Transfer of Undertakings (Protection of Employment) Regulations (TUPE) protects employees' terms and conditions of employment when a business is transferred from one owner to another. Please consider carefully and seek advice where employees of the previous provider may be employed on the same contract with the new provider. If you consider that you contract has an element of TUPE please use the [Standard Terms and Conditions for the Purchase Of Consultancy (Long Form)](http://www.exeter.ac.uk/finance/procurement/buying/termsandconditions/)

Schedules

The schedules are designed to *firm up* the agreement once the contract has been won (a successful bidder at tender stage). The Schedules should prevent any misconceptions about contract delivery and assist contract management. Potential suppliers should be asked to provide these as part of the tender process.

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| Schedule 1: Price & Payment Schedule | The inclusion of a Price Schedule on the basis of the winning tender will enable contract managers to check actually prices with those agreed for the services identified in the tender. Make sure that additional expenses/costs are clearly identified (e.g. travel/subsistence, training/implementation, out-of-hours/urgent work, accommodation and other expenses additional resources).  Consider whether a separate Payments section is needed in the circumstances e.g. in relation to the guidance (above) for ‘Definitions and Interpretation’ and Clause 6 ‘Payment’ (where a schedule is available and important in contract terms. |
| Schedule 2: Key performance Indicators (KPIs) | KPIs will allow the contract manager to assess the delivery of the contract. For further advice on [Assessing Supplier Performance](http://admin.exeter.ac.uk/corporate/procurement/manual/documents/4Supplierperformance_whattomonitor.docx) visit [Good Practice 4](http://www.exeter.ac.uk/finance/procurement/policiesandprocedures/procurementmanual/).  Consider things like the requirements for regular reports to allow evaluation of how the contractor is performing. |
| Schedule 3: Project Plan | More complex projects will require a detailed Project Plan that agrees progress at the key stages. Can be included if appropriate, probably not needed for smaller consultancy services |
| Schedule 5: GDPR | The contract owner will need to complete this schedule during the procurement phase of the project. Guidance notes on the information required is in the table below. |

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| **Description** | **Details** |
| Subject matter of the processing | [This should be a high level, short description of what the processing is about i.e. its subject matter] |
| Duration of the processing | [Clearly set out the duration of the processing including dates] |
| Nature and purposes of the processing | [Please be as specific as possible, but make sure that you cover all intended purposes.  The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.  The purpose might include: employment processing, statutory obligation, recruitment assessment etc] |
| Type of Personal Data | [Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc] |
| Categories of Data Subject | [Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc] |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data | [Describe how long the data will be retained for, how it be returned or destroyed] |

For further Procurement Advice please visit

[Procurement Services - Finance Services - University of Exeter](http://www.exeter.ac.uk/finance/procurement/)

\* following a recent Government announcement, departments in government are now encouraged to pay their suppliers within 10 days of a valid invoice. This is to help businesses that are faced with increased cash flow problems in the current economic climate. It should be noted however that the standard payment terms (which can be modified) set out in these Standard Terms and Conditions state that contractually-binding arrangements remain at 30 days.

**Please note:** Invoices should be addressed to the University of Exeter and not to a named individual within the Organisation.  Copy invoices should be sent only if requested by the Accounts Payable Department. Each such invoice shall contain all information required by University including the Consultant’s name and address, a separate calculation of VAT and an adequate description of elements of the Works and/or the Services performed.

The preferred method of receipt will be via email, to [invoices@exeter.ac.uk](mailto:invoices@exeter.ac.uk), but only for invoices in PDF, MS Word or TIFF formats. Otherwise invoices should be sent by post to the following address: Box 1, Finance, Northcote House. University of Exeter, Exeter. EX4 4QJ.