

## **University of Leeds - Additional Terms & Conditions for On Site Work**

The following amendments shall apply to the University's standard terms and conditions for work completed on site:

### **Replacement Clause:**

Clause 5 is replaced in its entirety by the following:

### **5 INDEMNITY AND INSURANCE**

**5.1** The Contractor will indemnify the University fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities in respect of any death or personal injury or loss of or damage to property or financial loss, to the extent caused by any negligence or default arising by any act or omission by the Contractor, its staff, subcontractors, agents or representative, or anyone acting on their behalf, during the performance of the contract.

**5.2** The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance cover in respect of all risks which may be incurred by the Contractor, its Staff, agents, sub-contractors or representatives, arising out of the Contractor's performance of the Contract, in respect of death or personal injury, or loss of or damage to property. Such policies shall include Professional Indemnity cover which shall cover any financial loss arising from any advice given or omitted to be given by the Contractor.

**5.3** The Contractor shall hold Employers Liability insurance in respect of Staff in accordance with any legal requirement for the time being in force.

**5.4** The Contractor shall produce to the University's Representative requested, copies of all insurance policies referred to in this Condition or other evidence confirming the existence and extent of the cover given by those policies, together with receipts or other evidence of payment of the latest premiums due under those policies.

**5.5** The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract. It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability referred to in this contract, provided that its public liability insurance is not less than £10,000,000.

### **Additional Clauses:**

#### **20. CONDITIONS AFFECTING PROVISION OF SERVICES**

**20.1** The Contractor shall be deemed to have satisfied himself as regards the nature and extent of the Services, the means of communication with and access to the Sites, the supply of and conditions affecting labour, the suitability of University's Property and the Equipment necessary for the performance of the Services, subject to all such matters being discoverable by the Contractor.

#### **21. UNIVERSITYS PROPERTY**

**21.1** All University's Property shall remain the property of the University and shall be used in the performance of the Contract and for no other purpose without prior Approval.

**21.2** On receipt of University's Property, the Contractor shall subject it to a visual inspection and such additional inspection and testing as may be necessary to check that it is not defective; within 14 days of receipt of any item of University's Property, or such other period as may be approved, the Contractor shall notify the University in writing of any defects discovered; within 14 days after receiving such notification, the University shall inform the Contractor of the action to be taken.

**21.3** The University shall be responsible for the repair or replacement of University's Property unless the need for repair or replacement is caused by the Contractor's failure to comply with Condition 21.5, or by the negligence or default of the Contractor.

**21.4** The Contractor shall be responsible for his own costs resulting from any failure of University's Property, unless he can demonstrate that the University had caused undue delay in its replacement or repair.

**21.5** The Contractor shall maintain all items of University's Property in a good and serviceable condition, fair wear and tear excepted, and in accordance with the manufacturers recommendations.

**21.6** The Contractor shall be liable for any loss of or damage to any University's Property unless and to the extent that the Contractor is able to demonstrate that such loss or damage was caused or contributed to by the negligence or default of the University.

**21.7** The Contractor shall not in any circumstances have a lien on an University's Property and shall take all steps necessary to ensure that the title of the University and the exclusion of any lien are brought to the attention of any third party dealing with any University's Property.

#### **22. EQUIPMENT**

**22.1** The Contractor shall provide all the Equipment necessary for the provision of the Services.

**22.2** The Contractor shall maintain all items of Equipment in good and serviceable condition.

**22.3** All Equipment shall be at the risk of the Contractor and the University shall have no liability for any loss of or damage to any Equipment unless and to the extent that the Contractor is able to demonstrate that such loss or damage was caused or contributed to by the negligence or default of the University

**22.4** The Contractor shall provide for the haulage or carriage of Equipment to the University's Premises and its off-loading and removal if no longer required.

**22.5** The University may at its option purchase any item of Equipment from the Contractor at any time, if the University considers that the item is likely to be required in the provision of the Services following expiry or termination of the Contract. The purchase price paid by the University shall be the fair market value.

#### **23. STAFF**

**23.1** All Staff shall possess the qualifications and competence appropriate to the tasks for which they are employed.

**23.2** The Contractor shall provide, at all times, the number of Staff required to fulfill his obligations under the Contract.

**23.3** The University is strongly committed to Equality and Inclusion. The University has legal requirements under equality law and in particular the Equality Act (2010). The seller will fully respect the University's equality and inclusion policies and equality law. The seller will not do anything to cause the University to be in breach of its commitments. The seller will fully co-operate with any equality initiatives of the University.

#### **24 Co-ORDINATION**

**24.1** The Contractor shall co-ordinate his activities in the provision of the Services with those of personnel and other contractors engaged by the University.

#### **25. USE OF UNIVERSITY'S PREMISES**

**25.1** Where the Services are performed on University Premises the Contractor shall have use of the University's premises without charge as a licensee and shall vacate those premises on completion or earlier termination of the Contract.

**25.2** The Contractor shall not use the University's Premises for an purpose or activity other than the provision of the Services unless given prior approval.

**25.3** Should the Contractor require modifications to the University's Premises, such modifications shall be subject to prior Approval and at the University's option be carried out by the University at the Contractor's expense. The University shall undertake Approved modification work without undue delay. Ownership of such modifications shall rest with the University.

**25.4** The Contractor shall not deliver any Equipment to the University's Premises outside normal working hours without prior Approval.

**25.5** The Contractor shall maintain all Equipment and its place of storage within the University's Premises in a safe, serviceable and clean condition.

**25.6** On the completion or earlier termination of the Contract, the Contractor shall, subject to the provisions of Condition 25.5, remove all Equipment and shall clear away from the University's Premises all waste arising from the performance of the Services and shall leave the University's Premises in a clean and tidy condition.

**25.7** Whilst on the University's Premises, all Staff shall comply with such rules, regulations and other requirements as may be in force in respect of the conduct of persons attending and working on the University's Premises.

## **26. RIGHT OF ACCESS TO UNIVERSITY'S PREMISES**

**26.1** Where the Services are to be performed on the University's Premises, the University shall grant the Contractor reasonable access to the Site.

**26.2** If the University gives the Contractor notice that a specifically named member of Staff shall not be admitted to the University's Premises, the Contractor shall ensure that that person shall not seek admission and shall not be admitted.

**26.3** If and when so directed in writing by the University, the Contractor shall within seven days provide:

a) a list showing the name and address of every person whom the Contractor wishes to be admitted to the University's Premises and, where required by the University, every other person who is or may be involved in any other way in the performance of the Contract, the capacity in which each person is or may be so involved and any other particulars required by the University;

b) satisfactory evidence as to the identity of each such person; and

c) any other information about each such person, with any supporting evidence required by the University, including details of birthplace and parentage of any such person who is not a citizen of the United Kingdom by birth, or born within the United Kingdom of parents who were not citizens of the United Kingdom by birth.

**26.4** Where Staff are required to have a pass for admission to the University's Premises, the University's Representative shall, subject to satisfactory completion of approval procedures, arrange for passes to be issued.

**26.5** Staff who cannot produce a proper pass when required to do so by any appropriate Personnel or agent of the University, or who contravene any conditions on the basis of which a pass was issued, may be refused admission to the University's Premises or required to leave those Premises if already there.

**26.6** The Contractor shall promptly return any pass if at any time the University's Representative so requires or if the person for whom it was issued ceases to be involved in the performance of the Contract. The Contractor shall promptly return all passes on completion or earlier termination of the Contract.

## **27. MANNER OF PROVIDING THE SERVICES**

**27.1** The Contractor shall perform the Services with all due care, skill and diligence, and in accordance with good industry practice. Timely provision of the Services is of the essence of the Contract.

**27.2** The Services shall be performed only on Approved sites.

**27.3** The Contractor shall upon instruction of the University's Representative:-

Remove from the University's premises any materials which are not in accordance with the Specification and substitute proper and suitable materials. Remove and properly re-execute any work which is not in accordance with the Contract, irrespective of any previous testing or payment by the University. The Contractor shall at his own expense complete the re-executed work correctly in accordance with the Contract within such reasonable time as the University may specify.

**27.4** The signing by the University's Representative of time sheets or other similar documents shall not be construed as implying the Contractor's compliance with the Contract

## **28 STANDARDS**

**28.1** Materials and processes used in connection with the provision of the Services shall be in accordance with the standards set out in the: Specification.

**28.2** On the request of the University's Representative, the Contractor shall provide proof to the University's satisfaction that the materials and processes used, or proposed to be used, conform to those standards.

**28.3** The introduction of new methods or systems which impinge on the provision of the Services shall be subject to prior Approval.

## **29. OVERTIME WORKING**

**29.1** The Contractor shall not normally be prevented from working reasonable overtime hours on the University's Premises if he so desires, provided that he obtains prior Approval and it is at no additional cost to the University.

## **30. PROGRESS REPORTS**

**30.1** Where progress reports are required to be submitted under the Contract, the Contractor shall render those reports at such time and in such form as may be specified or as otherwise agreed between the Parties.

**30.2** The submission and receipt of progress reports shall not prejudice the rights of either Party under the Contract.

## **31. SECURITY**

**31.1** The Contractor shall take all measures necessary to comply with the provisions of any enactment relating to security which may be applicable to the Contractor in the performance of the Services.

**31.2** The Contractor shall take all reasonable measures, by the display of notices or other appropriate means, to ensure that Staff have notice that all provisions referred to in Condition 31.1 will apply to them and will continue to apply to them, if so applicable, after the expiry or earlier termination of the Contract.

**31.3** Whilst on the University's Premises, Staff shall comply with all security measures implemented by the University in respect of Personnel and other Persons attending those Premises. The University shall provide copies of its written security procedures to the Contractor on request.

**31.4** Where required by the in the interests of security the University shall have the right to carry out any search of Staff or of vehicles used by the Contractor at the University's Premises.

**31.5** The Contractor shall co-operate with any investigation relating security which is carried out by the University or by any person who is responsible to the University for security matters and when required by the University's Representative:

a) shall use his best endeavours to make any Staff identified by the University's Representative available to be interviewed by the University's Representative, or by a person who is responsible to the University for security matters, for the purposes of the investigation. Staff shall have the right to be accompanied by the Contractor's Representative and to be advised or represented by any other person whose attendance at the interview is acceptable to both the University's Representative and the Contractor's Representative; and

b) shall, subject to any legal restriction on their disclosure, provide all documents, records or other material of any kind which may reasonably be required by the University or by a person who is responsible to the University for security matters, for the purposes of the investigation, so long as the provision of that material does not prevent the Contractor from performing the Services. The University shall have the right to retain any such material for use in connection with the investigation and, so far as possible, shall provide the Contractor with a copy of any material retained.

## **32. HEALTH AND SAFETY**

**32.1** The Contractor shall promptly notify the University of any health and safety hazards which may arise in connection with the performance of the Services.

**32.2** The University shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the University's Premises and which may affect the Contractor in the performance of the Services.

**32.3** The Contractor shall inform all Staff engaged in the provision of Services at the University's Premises of all known health and safety hazards and shall instruct those Staff in connection with any necessary safety measures.

**32.4** Whilst on the University's Premises, the Contractor shall comply with any health and safety measures implemented by the University in respect of Personnel and other Persons, including but not limited to students and visitors, working on those Premises.

**32.5** The Contractor shall notify the University's Representative immediately in the event of any incident occurring in the performance of the Services on the University's Premises where that incident causes any personal injury or any damage to property which could give rise to personal injury.

**32.6** The Contractor shall take all measures necessary to comply with the requirements of the Health and Safety at Work Act 1974 and any other Acts, orders, regulations and Codes of Practice relating to health and safety, which may apply to Staff in the performance of the Services.