

**UNIVERSITY COLLEGE DUBLIN STANDARD TERMS OF BUSINESS**

**Effective Date:** August 2025

**1. Definitions**

In these Terms and Conditions:
- "Buyer" means University College Dublin (UCD), a public sector organisation in Ireland.
- "Supplier" means the person, firm, company, or organisation to whom the Purchase Order is issued.
- "Goods" and "Services" refer to the items or services described in the Purchase Order.
- "Purchase Order" means the official Purchase Order issued by the Buyer to the Supplier for the supply of Goods or Services.

**2. Application**

2.1 These Terms and Conditions shall apply to all purchases of Goods and Services by the Buyer unless otherwise agreed in writing.
2.2 No terms or conditions put forward by the Supplier, whether oral or in writing, shall form part of the contract unless expressly accepted in writing by the Buyer.

**3. Compliance with Law**

3.1 The Supplier shall comply with all applicable Irish and EU laws, regulations, and directives, including but not limited to:
- Public Procurement Regulations,
- Health and Safety legislation,
- Data Protection Acts 1988–2018 and GDPR,
- Employment law,
- Irish Tax legislation.

**4. Price and Payment**

4.1 Prices stated on the Purchase Order are fixed unless otherwise agreed.
4.2 All prices shall be exclusive of VAT unless stated otherwise.
4.3 Payment shall be made within 30 days of receipt of a valid invoice or acceptance of the Goods/Services, whichever is later, in line with the Prompt Payment of Accounts Act 1997 (as amended).
4.4 The Supplier shall ensure all invoices clearly reference the Purchase Order number.

**5. Delivery and Performance**

5.1 Time is of the essence. The Goods/Services shall be delivered/performed by the date(s) specified in the Purchase Order.
5.2 The Supplier shall notify the Buyer promptly of any delays or potential delays.
5.3 Risk and title in the Goods shall pass to the Buyer upon delivery and acceptance.

**6. Standards and Warranties**

6.1 The Supplier warrants that all Goods and Services:
- Conform to specification,
- Are of satisfactory quality and fit for purpose,
- Are free from defects in materials and workmanship,
- Comply with all applicable statutory and regulatory requirements.
6.2 The Supplier shall rectify, at its own cost, any defects reported within 12 months of delivery or completion.

**7. Inspection and Acceptance**

7.1 The Buyer reserves the right to inspect the Goods/Services before acceptance.
7.2 Acceptance shall not relieve the Supplier of its obligations under these Terms and Conditions.

**8. Termination**

8.1 The Buyer may terminate the contract immediately by written notice if the Supplier:
- Breaches any material term and fails to remedy within 14 days of notice,
- Becomes insolvent or bankrupt,
- Fails to deliver as agreed.
8.2 Upon termination, the Supplier shall immediately cease work and return any Buyer property.

**9. Indemnity and Liability**

9.1 The Supplier shall indemnify the Buyer against any loss, damage, claim, or expense arising from:
- Breach of contract,
- Negligence or wilful misconduct,
- Defective Goods or Services,
- Breach of law or third-party rights.
9.2 The Buyer’s liability under this contract shall be limited to the value of the Purchase Order, except in cases of fraud or deliberate breach.

**10. Insurance**

The Supplier shall maintain adequate insurance (including public liability, employer’s liability, and professional indemnity insurance) and provide evidence of such upon request.

**11. Confidentiality**

11.1 The Supplier shall treat all information received from the Buyer as confidential and not disclose it without prior written consent.
11.2 This obligation continues after the end of the contract.

**12. Data Protection**

12.1 The Supplier shall comply with applicable data protection legislation and implement appropriate technical and organisational measures.
12.2 Where the Supplier processes personal data on behalf of the Buyer, a separate Data Processing Agreement may be required.

**13. Freedom of Information**

The Supplier acknowledges that the Buyer is subject to the Freedom of Information Act 2014 and shall assist in responding to requests when required.

**14. Force Majeure**

No delay or failure in performance to either party should constitute a fault hereunder or give rise to any claim to damages loss or anticipated profits if such delay is caused by Force Majeure. If such Force Majeure causes a delay of thirty (30) days or more and such delay may reasonably be anticipated to continue, then either party may terminate this Contract forthwith.

**15. Exclusivity**

A Purchase Order does not give to the Supplier any exclusive rights to supply to the Buyer.

**16. Gifts**

The Supplier shall not give, provide or offer to any staff or agent of the Buyer a gift or benefit of any kind.

**17. Sub-contracting**

The Supplier shall not subcontract any of its obligations under this Contract (other than the delivery of goods) without having obtained prior written approval. Approval will not create a contractual relationship between the Buyer and the Subcontractor.   If a Subcontractor is permitted, the Supplier shall if requested obtain from the Subcontractor a Collateral Warranty in favour of the Buyer.

**18. Intellectual Property**

All intellectual property rights arising from the performance of the contract shall belong to the Buyer unless otherwise agreed.

**19. Governing Law and Jurisdiction**

These Terms and Conditions are governed by Irish law, and any disputes shall be subject to the exclusive jurisdiction of the courts of Ireland.

**20. Miscellaneous**

- No waiver of any breach shall be deemed a waiver of any subsequent breach.
- If any provision is held to be invalid, the remaining provisions shall remain in full force.
- These Terms may only be amended in writing signed by both parties.