

Standard Terms and Conditions

These terms and conditions govern the contract for the provision of goods and/or services between HOUSING SOLUTIONS, a registered Community Benefit Society, whose registered office is at Crown House, Crown Square, Waldeck Road, Maidenhead, Berkshire SL6 8BY ("Us", "We" or "Our") and the company or person named in the Purchase Order ("You" or "Your").

Definitions

The definitions appear at the end of these terms.

1. Ordering of Goods and Services

- 1.1. We will place any orders for Goods and Services in writing using a Purchase Order which will set out the Goods and/or Services We require from You and the dates on which We require them from You.
- 1.2. If We place a Purchase Order with You this will constitute an offer by Us to buy the Goods and/or Services from You subject to this Contract.
- 1.3. These terms will apply to the Contract between us to the exclusion of any other terms which You seek to impose or incorporate whether in writing or otherwise or which are implied by law, trade, custom, practice or course of dealing.
- 1.4. The Purchase Order and these terms and conditions shall be deemed to be accepted on the earlier of (a) You issuing a written acceptance of the Purchase Order, (b) You doing any act consistent with fulfilling the Purchase Order or (c) the expiry of 5 Working Days of the date of the Purchase Order, at which point the Contract shall come into existence.
- 1.5. No variation to a Purchase Order or to these terms and conditions will be binding on Us unless they are issued or confirmed in writing by Us and signed by one of Our authorised representatives.
- 1.6. Order of Precedence

In the event of any conflict or inconsistency between the documents forming this Contract, the following order of precedence shall apply (highest first):

- a) any formal contract or agreement signed by both parties (including but not limited to JCT or other standard form contracts);
- b) any Specification or scope of services;
- c) the Purchase Order;
- d) these Terms and Conditions.

Where any ambiguity remains, the interpretation that most favours Housing Solutions shall apply unless otherwise agreed in writing.

For the avoidance of doubt, these Terms and Conditions shall apply in the absence of a signed contract.

2. Start and length of the Contract

- 2.1. The Contract will start on the Commencement Date and will continue in force until the date on which You have delivered the Goods and/or completed the Services in accordance with all Purchase Orders and/or Specifications (as applicable); or the date on which either of us ends the Contract under clause 22, whichever is earliest.

3. Your Responsibilities

- 3.1. If You supply Us with Goods You warrant to Us that the Goods shall:
 - a) correspond with their description and any applicable Specification;
 - b) be of satisfactory quality in accordance with all statutory requirements and fit for the purpose required by Us, whether expressly or by implication, or represented to Us by You;
 - c) be supplied inline with our Approved Contractor Standards;
 - d) where they are manufactured products, they shall be free of defects in design, materials and workmanship and shall remain so for 12 months after Delivery;
 - e) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.2. In the event you are providing Services to Us You shall provide the Services:
 - a) adhering fully to our Approved Contractor Standards;
 - b) using the reasonable skill and care to be expected of a professional person or organisation providing similar services to the Services;
 - c) employing people with suitable ability, skill, knowledge, training and experience to provide and supervise the Services;
 - d) following all codes of practice, and quality standards applicable to the Services; and,
 - e) acting in accordance with all legal obligations which apply to the Services at the relevant time.
- 3.3. You will ensure that Your staff, volunteers and permitted subcontractors are aware of their responsibilities under this Contract and any legal requirements which relate to the Goods and/or Services.
- 3.4. You will ensure that no subcontracting of work for us will take place without the explicit agreement of HS in writing prior to commencement.
- 3.5. Any third party contractors must deem to satisfy the standards set out in the parent contract terms.
- 3.6. You shall notify Us immediately if You or any associated person becomes an excluded or excludable supplier or is entered on the debarment list under the Procurement Act 2023.
- 3.7. You shall provide such information as We may reasonably require to assess any risks arising from such status and comply with any reasonable instructions issued by Us in response.
- 3.8. You shall provide the Goods and/or Services at the location or Delivery Address and on the dates or within the timeframe stated in the Purchase Order or the Specification (as applicable).
- 3.9. When this Contract ends You will return all of Our Equipment within 10 (ten) Working Days of the end of the Contract.
- 3.10. You shall ensure at all times that You have and will maintain all the licences, permissions, authorisations, consents and permits that You need to carry out Your obligations under the Contract.
- 3.11. You shall at all times comply with the Mandatory Policies.

4. Our Responsibilities

- 4.1. In order to help You to provide the Goods and/or Services We will:
 - a) provide You with access to the Property and to Our Equipment as You may reasonably need and at the times we agree between us; and
 - b) tell You about any health and safety rules and regulations and any other reasonable security requirements that apply at the Property.

5. Terms relating to Goods

- 5.1. When you supply Goods to Us you must:
 - a) allow Us to inspect or test the Goods during manufacture, processing or storage at Your premises or the premises of Your supplier, but We will only carry out any inspection or testing at reasonable times. If, following inspection or testing, We consider that the Goods do not or are unlikely to comply with the undertakings in clause 3.1 We shall inform You and You shall take such remedial action as is necessary at Your own cost. We reserve the right to inspect and test the Goods again after such remedial action is taken;
 - b) mark the Goods in accordance with Our instructions and any applicable laws and regulations and securely pack them so that they reach the Delivery Address in an undamaged condition;
 - c) supply Us with any instructions or other information which We may need to accept delivery of the Goods and/or use the Goods;
- 5.2. We will be entitled to reject any Goods delivered to Us which are not in accordance with this Contract, and We will not be deemed to have accepted any Goods until We have had a reasonable time to inspect them after they have been delivered to the Delivery Address.
- 5.3. Where You cannot give Us the date for delivery of the Goods until after We have placed a Purchase Order, You must give Us reasonable advance notice of the date for delivery.
- 5.4. At our discretion, We may not accept or pay any invoices for partial delivery of any Goods.

- 5.5. Risk of, damage to or loss of the Goods will pass to Us on delivery to the Delivery Address and acceptance of the Goods by Us, notwithstanding that title may have passed to Us in the event of payment before delivery.
- 5.6. Ownership of and title to the whole of the Goods will pass to Us upon delivery to the Delivery Address, unless We pay you for the Goods before delivery, in which case title will pass to Us once We have paid You for the Goods concerned.
- 6. Invoicing and payments**
- 6.1. In return for You carrying out Your obligations under this Contract, We will pay You the Fee.
- 6.2. The Fee will be as set out in the Purchase Order and subject to the Purchase Order the Fee shall include all costs of packaging, insurance and carriage of the Goods and all costs associated with providing the Services. No additional charges or variation to the Fee shall be effective unless agreed in writing by Us.
- 6.3. We will pay You the Fee in arrears, within 30 days from the date We receive a valid and undisputed invoice.
- 6.4. You will send us the invoice promptly and electronically.
- 6.5. Any invoice You send to Us must quote the Purchase Order number otherwise the invoice will not be valid and We will not pay the invoice.
- 6.6. The Fee includes all materials and equipment, and You will not charge Us for any extra costs or expenses whatsoever unless they are agreed with Us in advance.
- 6.7. The Fee does not include VAT. If VAT is due, We will pay this on top of the Fee, if You provide Us with a valid VAT invoice.
- 6.8. If We have not paid You the Fee within 30 Days of the date that we receive Your invoice, You may charge Us interest on the amount of any late payment (unless the invoice was not valid or We disagree with the unpaid amount). The interest will be worked out every day, from the date We should have paid the Fee to the date when We actually make the payment. The interest rate that will apply will be 2% over the base rate of Barclays Bank plc.
- 6.9. If any query about mistakes in the Fee cannot be settled within 10 (ten) Working Days of either party raising the query, either party may ask for the disagreement to be dealt with under clause 25 and an appropriate adjustment to the Fee may be made once the disagreement is settled or decided.
- 6.10. We will be entitled to set off any sums You owe to Us against the Fee.
- 7. Contact details**
- 7.1. Before receipt of the Purchase Order, You must advise Us of the name and contact details of Your appointed person who is responsible for matters relating to the Contract.
- 8. Service Reviews**
- 8.1. You must allow Us to inspect or witness the Services.
- 8.2. In addition, We may periodically carry out a Service Review. We will always act reasonably when carrying out any Service Review and wherever practicable will give You at least 1 months' notice if we intend to carry out a Service Review.
- 9. Legal Duties**
- 9.1. You must fully co-operate with Us when We are carrying out any legal duty and give Us any information or help at no cost that We may need, as long as We have given You reasonable notice.
- 9.2. If We require copies of information, reports, financial accounts, documents and records which relate to the Contract and which You have access to then You shall provide such access upon Us giving You reasonable notice.
- 9.3. You must allow Us to take copies of the information referred to in clause 9.2 at no extra charge.
- 9.4. We will treat any information You provide under this clause 9 as Confidential Information.
- 10. Equal Opportunities**
- 10.1. You must have an equal opportunities policy in place within Your organisation for as long as this Contract is in force and give Us a copy of this policy if We ask to see it
- 11. Records and information**
- 11.1. At Our reasonable request You must provide Us with all information which We may ask for to assess how You are carrying out Your responsibilities under this Contract.
- 11.2. You must tell Us if:
- there is a change in who controls most of the shares in, or the voting rights among shareholders or members of, Your organisation;
 - You merge with another organisation;
 - You transfer Your activities or business to another organisation;
 - as a result of any misconduct or mismanagement on Your part, a Regulatory Body orders an inquiry into Your affairs; or
 - any registration which You must maintain to provide any of the Goods or Services is withdrawn, suspended or cancelled, or is threatened to be withdrawn, suspended or cancelled.
- 11.3. Failure to comply with this clause 11 may at our discretion result in termination of the Contract in accordance with clause 22.1 (material default).
- 12. GDPR / Data Protection**
- 12.1. In performing Your obligations under this Contract, You agree to comply with all legal requirements relating to privacy and the processing of personal data, including all applicable guidance and codes of practice issued by the Information Commissioner's Office or any replacement EU or UK data protection or related privacy legislation from time to time in force in force in England and Wales
- 12.2. You shall comply in full with all applicable requirements of the UK GDPR, the Data Protection Act 2018 and all other legislation and regulatory requirements in force from time to time relating to the use of Personal Data.
- 12.3. You shall process Personal Data only on Our written instructions and only to the extent necessary to deliver the Goods and/or Services under this Contract.
- 12.4. You shall ensure that all Your staff who have access to Personal Data are appropriately trained and subject to appropriate confidentiality obligations.
- 12.5. You shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including protection against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Personal Data.
- 12.6. You shall not transfer Personal Data outside the UK without Our prior written consent and only where appropriate safeguards are in place.
- 12.7. You shall notify Us without undue delay (and in any event within 24 hours) upon becoming aware of any Personal Data Breach.
- 12.8. At the end of the Contract, You shall securely delete or return all Personal Data to Us unless otherwise required by law. You shall certify destruction upon request.
- 12.9. You shall fully indemnify Us against all losses and expenses incurred as a result of Your breach of this clause.
- 13. Health and safety**
- 13.1. You must protect the health, safety and wellbeing of Your staff, volunteers and sub-contractors at all times. You must follow the conditions of the Health and Safety at Work Act 1974, and any other health and safety regulations and codes of practice in force at the relevant time.
- 13.2. You must ensure that Your staff observe all health and safety rules and regulations and any other security requirements We inform You about (which must be reasonable) at any of Our premises or any of the Properties.
- 14. Artificial Intelligence (AI)**
- 14.1. You shall not use Artificial Intelligence (AI) tools or systems in connection with this Contract to process, input, upload, generate or analyse:
- Personal Data; or
 - business-critical information
- 14.2. without Our prior written consent. Business-critical information means any data, documentation or information which is confidential, sensitive, operationally critical, or material to Housing Solutions' service delivery, regulatory compliance or decision-making. Where AI is used with Our approval, You shall ensure that:
- No Personal Data or commercially sensitive information is submitted into any AI system that does not fully comply with UK GDPR, NCSC Guidance and Our Data Protection requirements;
 - Robust security controls and data minimization are in place.
 - No Housing Solutions data will be retained, reused or used to train AI models.
 - The AI system used is transparent, explainable, and does not introduce unacceptable bias, discrimination or inaccuracies;
 - All outputs are checked by an appropriately qualified human reviewer before being provided to Us.
- 14.3. You shall notify Us immediately if any AI system used to support the Contract has a malfunction, breach, or produces outputs that could compromise service delivery, data security or resident wellbeing.
- 14.4. You shall comply with any AI-related policies We introduce from time to time, including requirements relating to risk assessment and registration of AI tools.

- 15. Cyber Security**
- 15.1 You are responsible for ensuring that robust cyber security controls are in place to protect your systems and any Housing Solutions data you process or access.
- 15.2 Reasonable and proportionate measures must be taken to prevent cyber threats, data breaches or service compromise and ensure that Housing Solutions information remains secure, protected, and confidential at all times.
- 16. Modern Slavery**
- 16.1 You shall comply with the Modern Slavery Act 2015 and take all reasonable steps to prevent modern slavery and human trafficking in Your business and supply chain.
- 16.2 If You meet the threshold of a Relevant Commercial Organisation under section 54 of the Act, You must publish and maintain an annual Modern Slavery and Human Trafficking Statement which is compliant with statutory requirements.
- 16.3 If You do not meet the threshold, You must either:
- Maintain Your own Modern Slavery Policy aligned to the requirements of the Act, or
 - Adopt and comply with Housing Solutions' Modern Slavery Policy.
- 16.4 You shall notify Us immediately if You become aware of any actual or suspected modern slavery or human trafficking within Your organisation or supply chain.
- 16.5 We may require You at any time to provide evidence of the steps You are taking to manage Modern Slavery risks.
- 17. Safeguarding**
- 17.1 Where appropriate, You shall maintain and operate appropriate safeguarding policies and procedures for Children and Vulnerable Adults which meet the standards set out in the Care Act 2014, Working Together to Safeguard Children statutory guidance, and any sector-specific safeguarding requirements relevant to Your Services.
- 17.2 Where Your staff, subcontractors or agents may come into contact with Our Residents, You shall ensure:
- all relevant personnel engaged in the delivery of the Services have undergone appropriate Disclosure and Barring Service (DBS) checks, as required by law and in accordance with industry standards. Responsibility for undertaking and maintaining such checks shall remain with You as employer.
 - safeguarding training appropriate to their role is completed and refreshed at least every 24 months;
 - staff understand how to identify, respond to and report safeguarding concerns.
- 17.3 You shall notify Us immediately of any safeguarding concern, allegation, or incident relating to the delivery of the Services or occurring on Our premises or Properties.
- 17.4 You shall co-operate fully with Us and any external agencies in any safeguarding investigation.
- 18. Confidentiality**
- 18.1 Both parties will ensure that You and Us (and any person You have employed or appointed to provide the Goods and Services) will:
- only use Confidential Information for the purposes of this Contract; and
 - not release any Confidential Information to anyone else without the other party's permission in writing (which We will be entitled to refuse without giving any reason).
- 18.2 We and You may release Confidential Information to any consultant, contractor or other person involved with this Contract or who is involved in providing the Goods or Services, if the person concerned has signed a confidentiality agreement on similar terms as are set out in this clause 17.
- 18.3 The restrictions in clause 17.1 will continue to apply for a period of 5 (five) years after the Contract has come to an end, but they will not apply (whether while this Contract is in force or when):
- it is available to the public (except if this is as a result of either of You or Us breaching this clause);
 - either of You or Us has to release it by law;
 - it was already in Your or Our possession without any restriction as to its use;
 - either of You or Us receive from someone else who is not restricted from disclosing it; or
 - any Regulatory Body tells You or Us that it must be released.
- 19. Intellectual Property Rights**
- 19.1 Nothing in this Contract shall affect the ownership of any Intellectual Property Rights existing prior to the date of or generated outside the scope of this Contract which You or Us may make available to each other. Any Intellectual Property created, generated or developed from the Goods and/or Services shall be owned by Us, whether created by Us, by You or by both parties together and You agree that You will sign any deeds or documents which may be necessary to transfer any Intellectual Property Rights in the Goods and/or Services to Us.
- 19.2 If any Intellectual Property Rights which We need to use in respect of the Goods and Services are owned by a third party and You are unable to transfer them to Us, You agree that You will grant Us a licence to use such Intellectual Property Rights, or obtain permission from the third party for Us to use such Intellectual Property Rights without charge and with no limit in time for the purpose of using the Goods and/or Services.
- 19.3 You agree that if We receive a claim from any third party claiming that You have passed on their Intellectual Property Rights illegally or without permission You will pay Us the amount of money which is claimed from Us by the third party without Us having to take You to court to enforce this right. Any claim We may make from You under this clause 18 will be unlimited in value.
- 20. Insurance**
- 20.1 For as long as this Contract is in force and for a period of 6 (six) years after it ends, You must take out and keep the minimum levels of insurance cover set out in clause 19.2. You must also make sure that any of Your sub-contractors who are providing any or all of the Goods and/or Services on Your behalf take out the same levels of insurance.
- 20.2 You will insure with a reputable insurer against all normal insurance risks relevant to your work for or with Us, on terms and for amounts consistent with normal business prudence, and without limitation at all times at levels of: Employers' Liability £5m each and every claim; Public Liability £5m for claims arising from a single event; and Professional Indemnity £1m for claims arising from a single event (unless specifically requested / agreed as higher).
- 20.3 You will demonstrate to Us the terms of any such insurance on request.
- 20.4 If We do not think that any of the insurance policies provide enough cover to meet clause 19.2, We will tell You and You must rectify this immediately.
- 21. Liabilities**
- 21.1 Neither of us excludes or limits Your or Our liability for:
- Death or personal injury caused by our negligence;
 - Fraud or fraudulent misrepresentation;
 - Breach of any obligations as to title implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.
- 21.2 You shall indemnify Us against all actions, claims, demands, proceedings, damages, costs, legal costs (calculated on a full indemnity basis) and all other reasonable costs and expenses arising out of, or in connection with this Contract including but not limited to:
- Any claim made against Us 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 Goods or the carrying out of the Services to the extent that the claim is attributable to the acts or omissions of You, Your employees, agents or subcontractors;
 - Any claim made against Us by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods or breach of Services to the extent that such claim is attributable to an act or omission by You, Your employees, agents or subcontractors; and/or
 - Any claim made against Us by a third party arising out of or in connection with the supply of Goods or provision of Services to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by You, Your employees, agents or subcontractors, unless they have been caused by Our negligence or the negligence of Our employees or agents.
- 21.3 Subject to clause 20.1, neither of You or Us will be liable to the other for:
- any or all of loss of profits; loss of business; or loss of revenue;
 - loss of or damage to goodwill and/or loss of savings (whether anticipated or otherwise); and/or
 - any indirect or consequential loss or damage.
- 20.4 Subject to clause 20.1, Our liability to You is capped at the amount of the Fee and this clause shall survive termination of the Contract.
- 22. Defaults**
- 22.1 If You breach any of the terms of this Contract, We will be entitled to serve You with a Default Notice. This will not affect any of Our other rights, either under this Contract or by law.
- 22.2 If We serve You with a Default Notice which relates to a default which can be put right, the Default Notice will tell You what We consider the default to be and the timescale in which We expect You to put things right.
- 22.3 If We fail to pay You in accordance with clause 6, You shall allow Us a minimum of 20 Working Days to rectify the position from the date of receipt of a valid undisputed invoice.

- 22.4. If there is any disagreement between us as to whether there has been a default, or about the action that needs to be taken or the timescale within which the action is to be taken, either of us can refer the matter for resolution under clause 25.
- 22.5. If you fail to put right a default within the timescale set out in the Default Notice or we fail to make payment to you after the expiry of the 20 Working Day period set out in clause 21.3 either party shall each be entitled to terminate this Contract immediately by giving notice in writing.

23. Termination

- 23.1. We will be entitled to end this Contract by giving you written notice effective from the date specified in our notice if you commit a material breach of the Contract that in our reasonable opinion cannot be remedied or that you have not remedied to our reasonable satisfaction within any timeframe specified in our Default Notice.
- 23.2. We will be entitled to end this Contract by giving one calendar months' notice if, following a Service Review, the Service does not meet the standards set out in the Purchase Order or Specification (as applicable).
- 23.3. We may end all or part of this Contract for any reason by giving you at least one calendar months' notice in writing.
- 23.4. If all or part of this Contract is ended, whether under clause 21 or this clause 22, clause 22.5 will apply.
- 23.5. When this Contract is brought to an end, you must give us all the information, files, records and documents which we give you under this Contract or which you produced while carrying out your responsibilities under this Contract.
- 23.6. You must not keep any copies of the information referred to in clause 22.5 unless we give you permission or you have to do so by law.
- 23.7. On termination of the Contract, you shall immediately return all our Equipment to us. If you fail to do so, then we may enter your premises and take possession of our Equipment. Until our Equipment has been returned or delivered, you shall be solely responsible for its safe keeping and will not use it for any purpose not connected with the Contract.
- 23.8. We will be entitled to give you notice ending this Contract immediately if you breach clause 30.6. References to termination rights under this clause shall include any breach of clause 30.6 (Prevention of Fraud and Corruption), which shall constitute a material breach for the purposes of termination.
- 23.9. We may also terminate this Contract immediately by issuing a Termination Notice to you in accordance with section 78 and section 79 (where applicable) of the Procurement Act 2023, and provided that the requirements of section 78(7) of the Procurement Act 2023 have been met where:
- a) We consider that the Contract was awarded or modified in material breach of the Procurement Act 2023 or regulations made under it; or
 - b) You have, since the award of the Contract become an excluded supplier or excludable supplier (including reference to an associated person) as set out in section 57 of the Procurement Act 2023 and further provided that the conditions in section 78(8) of the Procurement Act 2023 have been met; and/or
 - c) Any Sub-Contractor in respect of which we requested information under section 28(1)(a) of the Procurement Act 2023 in relation to the award of the Contract is an excluded supplier or excludable supplier as set out in section 57 of the Procurement Act 2023 and further provided that the conditions in section 78(3)(b) and 78(8) of the Procurement Act 2023 have been met;
- or
- 23.10. Where any Sub-Contractor that became a Sub-Contractor after the award of the Contract is an excluded supplier or excludable supplier as defined in section 57 of the Procurement Act 2023, provided that prior to exercising its right of termination under this clause 22 we:
- a) Have notified you of our intention to terminate under this clause, and why we have decided to terminate the Contract;
 - b) Have given you a reasonable opportunity to make representations about whether this clause applies and our decision to terminate; and
 - c) Have given you a reasonable opportunity to end your Sub-Contract with the excluded or excludable supplier, and if necessary, find an alternative Sub-Contractor.

24. Transferring and subcontracting the Contract

- 24.1. You must get our permission in writing if you want to:
- a) assign, transfer or otherwise deal in any other manner with any or all of your rights or obligations under this Contract to any other person; or
 - b) subcontract any of your responsibilities under this Contract.
- We will not unreasonably withhold or delay giving you our permission, as long as we consider the other person to be suitable.
- 24.2. If we give you permission to subcontract the Contract, you are still liable to us for all of your obligations set out in this Contract including the ones you may have subcontracted. You will be responsible for the acts, failures and neglect of any subcontractor or any employee or agent of any subcontractor, as if they were your own acts, failures and neglect.

25. Agency

- 25.1. You must not tell anyone, or allow any of your employees or agents to tell or imply to anyone, that you are our agents or servants.
- 25.2. You must not enter into any contract on our behalf or in any way claim that you are authorised to do so.

26. Dispute Resolution

- 26.1. If any dispute arises, the parties shall first attempt to resolve it through good faith negotiations between operational representatives within 10 Working Days.
- 26.2. If unresolved, the dispute shall be escalated to senior management (director level or equivalent), who shall meet within 10 Working Days to seek resolution.
- 26.3. If the dispute remains unresolved, the parties shall attempt to settle it through mediation in accordance with the CEDR Model Mediation Procedure (or equivalent agreed procedure).
- 26.4. The parties agree that mediation and any other agreed Alternative Dispute Resolution (ADR) processes must be exhausted before either party commences legal proceedings. Nothing in this clause prevents either party from seeking urgent interim relief from the courts where necessary.

27. Variations to the Contract

- 27.1. A variation to this Contract (including to the nature of the Services) will only be valid if it has been agreed in writing by both of you and us and signed by an authorised person within our organisation.

28. Waiver

- 28.1. If either of you or us fails to enforce or delays in enforcing any right or solution which either party is entitled to under this Contract or by law, this does not mean that you or us no longer have this right or solution.
- 28.2. If either of the parties ignores a breach on the part of the other, this does not mean that either party will ignore any future breach.

29. Information and Retendering

- 29.1. At our reasonable request and within 15 Working Days of us asking you, you must provide us with any information we ask for (at no cost to us) to help us prepare the necessary documents to appoint another person to provide the Goods and Services in your place.
- 29.2. You must make sure that all the information you give us is accurate and give us permission to use any of the information in the course of our work.

30. Prevention of Fraud and Prevention of Corruption

- 30.1. You must take all reasonable steps to prevent Fraud by your staff, volunteers and sub-contractors when they receive money from us.
- 30.2. You will notify us immediately if you suspect that any Fraud is happening or is likely to happen.
- 30.3. You will not offer or give to us or any of our staff any gift or reward as an incentive for entering into this Contract or any other contract with you. You will not show any favouritism to any person in relation to this Contract or any other contract with us and you will also refrain from doing anything in order to give an advantage to any person.
- 30.4. You agree that you have not paid any commission to us or agreed to pay any commission to any staff employed by us in connection with this Contract.
- 30.5. In performing your obligations under this Contract, you will comply with the Bribery Act 2010 as it applies to Goods and Services provided under this Contract.
- 30.6. If we discover that you or any of your staff have breached any of the terms of this clause 30 in relation to this or any other contract with us we may end this Contract immediately and claim from you any fines or penalties we are liable to pay and any costs we incur as a result of early termination of the Contract, including the costs of making other arrangements for the Goods or Services to be provided for the remainder of the Contract period.

31. Validity

- 31.1. If one or more of the terms of this Contract are no longer valid or cannot be enforced under any law, the rest of this Contract will continue in full force.

32. Remedies

- 32.1. If Goods are not delivered or Services are not performed on the date set out in the Purchase Order then we shall be entitled to (i) deduct from the Fee or, (if we have already paid the Fee), claim from you liquidated damages for delay being 1% of the Fee for every 5 Working Days delay up to a maximum of 10% (which you agree is a genuine pre-estimate of our loss or damage) and/or (ii) cancel the Purchase Order (or relevant part of the Purchase Order) without liability to you and purchase substitute goods or services elsewhere and recover from you any loss or additional cost incurred.
- 32.2. Any remedy or right which either of you or us may have in relation to a breach committed by the other will be in addition to all other rights and remedies

available to either of You or Us.

33. Contract (Rights of Third Parties) Act 1999

33.1. The provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this Contract.

34. Notices

34.1. Any notice or other communication under this Contract must be in writing and can only be sent by:

- a) recorded delivery post;
- b) hand;
- c) electronic mail;

34.2. For the purposes of sending written notice or other communication by recorded delivery post, personal delivery or electronic mail, each of Your and Our addresses are set out in the Purchase Order.

34.3. All notices and communications will be considered to have been served:

- a) if posted by recorded delivery post, two Working Days after the date it was posted or at the time recorded by the delivery service;
- b) if personally delivered, on the date it was delivered evidenced by signature of a delivery receipt; or
- c) if sent by electronic mail, when a return receipt confirms that the mail has been received.

34.4. If a notice is considered to have been served on a day which is not a Working Day or is not received between 9 am and 5 pm on a Working Day, it will be considered to have been served on the next Working Day.

35. Force Majeure Events

35.1. Neither of us shall be in breach of the Contract nor liable for any delay in performing or failure to perform any of its obligations under the Contract if such delay or failure results from a Force Majeure Event.

35.2. If a Force Majeure Event occurs the affected party shall be entitled to a reasonable extension of time for performing its obligations. If the period of delay or non-performance continues for 20 Working Days, We may meet to discuss how You can continue to provide the Goods and Services until the Force Majeure Event stops. We may entirely at Our discretion decide to terminate the Contract by giving You 5 Working Day's written notice.

36. Law and Jurisdiction

36.1. This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation will 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 this Contract or its subject matter or formation.

37. Entire Agreement

This Contract sets out the entire agreement between You and Us in relation to the Goods and Services.

Definitions

Commencement Date of Our Purchase Order or the date on which You begin supplying the Goods and/or Services to Us, whichever is the earliest.

Confidential information any information which has been designated as confidential by either You or Us in writing or that ought to be considered as confidential, including information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, or information relating to either of Your or Our personnel, customers and suppliers.

Contract these terms and conditions together with the Purchase Order and any Specification.

Default Notice a notice setting out the details of a breach or default in Your performance of the Contract and, if the breach or default can be put right, the action needed to put it right and the timescale within which it must be put right.

Delivery Address means the address stated on the Purchase Order or otherwise specified by Us in writing

Fee the sum or sums We will pay to You in consideration of the Services provided or Goods delivered by You and which is payable by Us in accordance with clause 6.

Force Majeure Event acts of war, government decision, pandemic, epidemic, riots, civil commotion and any event or circumstance which is beyond Your or Our reasonable control but excluding any strike or labour dispute of Your staff or any of Your subcontractors failing to provide the Goods or Services.

Fraud any offence under laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud Us.

Goods all goods, materials or articles which We ask You to provide to Us under this Contract as set out in the Purchase Order and/or the Specification (as applicable).

Intellectual Property Rights all patents, rights to inventions, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information, (including know how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Mandatory Policies Our policies provided to You by Us from time to time.

Our Equipment any equipment or facilities provided by Us which You use to provide the Goods and/or Services.

Property(ies) the place(s) where You will carry out the Services or deliver the Goods which are set out in the Specification and/or the Purchase Order.

Purchase Order any order which is placed on Our official order form and to which these terms and conditions apply.

Regulatory Body an organisation which is set up either by law or in some other way, and whose regulatory powers apply to either one of Us (or both of Us).

Resident any person residing in Housing Solutions properties and/or receiving landlord related services from them.

Safeguarding There is an expectation that the contractor will either hold their own Safeguarding Policy or adhere to Housing Solutions'.

Services the services to be provided by You to Us under this Contract which are described in the Purchase Order and/or the Specification.

Service Review a review of the Services which We may carry out from time to time to check that You are performing the Services in a way which We consider to be satisfactory and in accordance with the terms of this Contract.

Specification the description included in the Purchase Order, or any other written description We may have provided, setting out the type of Goods and Services You will provide, and the standard of the Goods and Services You will deliver under this Contract.

VAT Value added tax.

Working Day between 9:00am and 5:30pm Monday to Thursday and 9:00am and 5:00pm on a Friday, but not any days which are bank or public holidays in the United Kingdom.