

Paragon Asra Housing Limited
Standard Terms & Conditions for Purchases of Goods and Services
Dated: 01 July 2019

Reference: [insert]

1. Definitions and Interpretation

1.1 In these conditions of contract (the “**Conditions**”):

“**ADR Notice**” has the meaning given to that term in Condition 27.3;

“**Business Day**” means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

“**Change of Control**” means a change of control within the meaning of section 1124 of the Corporation Tax Act 2010;

“**Completion of Delivery**” means the receipt and written acceptance of the Goods by PA Housing;

“**Completion of Performance**” means the written acceptance of PA Housing indicating the satisfactory completion of the Services;

“**Confidential Information**” means all information obtained by the Supplier from PA Housing relating to and connected with the Contract and the Goods and/or Services, including but not limited to the Contract itself and the provisions of the Contract;

“**Contract**” means the agreement concluded between PA Housing and the Supplier for the supply of the Goods and/or the Services, comprising of these Conditions, the relevant Purchase Order and all specifications, plans, drawings and other documents which are incorporated into the agreement;

“**Data Protection Legislation**” means the Data Protection Act 2018, the EU Data Protection Directive 95/46/EC, the General Data Protection Regulation (EU) 2016/679 (as varied by the Data Protection Act 2018), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner and any additions, updates thereof.

“**Deliverables**” means all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);

“**Delivery Location**” has the meaning given to that term in Condition 5.2.2;

“**EIR**” means the Environmental Information Regulations 2004 as amended, updated or replaced from time to time;

“**Force Majeure Event**” has the meaning given to that term in Condition 17.1;

“**Freedom of Information Act**” means the Freedom of Information Act 2000 as amended, updated or replaced from time to time and “**FOIA**” shall be construed accordingly;

“**Good Industry Practice**” means adopting and/or complying with:

- (a) standards, practices, methods and procedures conforming to the law;
- (b) applicable and relevant standards; and

(c) that degree of skill, care, diligence, prudence and foresight,

which would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances;

“Goods” means the goods to be supplied by the Supplier to PA Housing as more particularly described in the Purchase Order;

“Information” has the meaning given under section 84 of the FOIA;

“Intellectual Property Rights” means patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all existing and future rights capable of present assignment, 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;

“PA Housing” means Paragon Asra Housing Limited a registered society, as defined in section 1(1) of the Co-Operative and Community Benefit Societies Act 2014, with registered number RS007536 whose registered office is at Third Floor, Pentagon House, 52-54 Southwark Street, London SE1 1UN;

“PA Housing Materials” has the meaning given to that term in Condition 6.1.11;

“PA Housing Policies” means any policies, practices or procedures of PA Housing that PA Housing may notify the Supplier of from time to time;

“Price” means the price payable by PA Housing to the Supplier for the supply of the Goods and/or Services, as more particularly set out in the Purchase Order;

“Purchase Order” means the purchase order for the supply of the Goods and/or Services issued by PA Housing to the Supplier;

“Request for Information” means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIR;

“Services” means the services to be supplied by the Supplier to PA Housing as more particularly described in the Purchase Order;

“Supplier” means the supplier stated in the Purchase Order;

“Supplier Personnel” means all employees, agents, consultants and contractors of the Supplier and/or of any authorised subcontractor.

1.2 The interpretation and construction of the Contract shall be subject to the following provisions:

1.2.1 A reference to any statute, enactment, order, regulation or similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently amended or re-enacted;

1.2.2 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;

1.2.3 The headings in these Conditions are for ease of reference only and shall not affect the interpretation or construction of the Contract;

1.2.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 1.2.5 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns;
- 1.2.6 Reference to the singular includes the plural and vice versa and references to any gender includes both genders;
- 1.2.7 Any periods of time referred to in these Conditions and expressed in days shall refer to calendar days unless stated otherwise;
- 1.2.8 Any phrase introduced by the words **including, includes, in particular** or **for example**, or any similar phrase, shall be construed as illustrative and shall not limit the generality of the related general words; and
- 1.2.9 Unless stated otherwise reference to "**Parties**" in these Conditions are references to PA Housing and the Supplier and "**Party**" shall be construed accordingly.
- 1.3 These Conditions apply to the exclusion of any other terms or conditions that the Supplier seeks to impose or incorporate or which are implied by trade, custom, practice or any course of dealing between the Parties.
- 1.4 Where, at the date of the Purchase Order, there is already a signed or sealed contract in place between the Parties for the Goods and/or Services that are the subject of the Purchase Order then the terms of such contract (and not these Conditions) shall apply to the supply of the Goods and/or Services.

2. Due Diligence

- 2.1 The Supplier acknowledges and agrees that it is responsible for obtaining, reviewing and investigating any information necessary for the performance of its obligations under the Contract.
- 2.2 The Supplier shall be deemed to have:
 - 2.2.1 satisfied itself as to the rights and the nature and extent of the risks assumed by it in relation to the subject matter of the Contract (including any risk or contingency that may affect the performance of its obligations under the Contract and which is not expressly referred to herein as being either the responsibility of PA Housing or is otherwise a risk to be shared between the Parties); and
 - 2.2.2 gathered all information necessary to perform its obligations under the Contract,and the Supplier shall accept entire responsibility for all costs and consequences of, and any other implications arising in connection with, any risk, condition, contingency and circumstance (other than those expressly referred to herein as being either the responsibility of PA Housing or otherwise being a risk to be shared between the Parties) that affects the performance of its obligations under the Contract.
- 2.3 The Supplier shall not in any way be relieved from any of its obligations under the Contract nor shall it be entitled to claim against PA Housing on grounds that any information, whether obtained from PA Housing or otherwise is incorrect or insufficient and shall make its own enquiries as to the accuracy and adequacy of that information.

3. Warranties

- 3.1 The Supplier warrants, represents and undertakes to PA Housing that on the date of the Contract:
 - 3.1.1 it is properly constituted and incorporated under the laws of England and Wales and has the corporate power to own its assets and to carry on its business as it is now being conducted;
 - 3.1.2 it has the power to enter into and to exercise its rights and perform its obligations under the Contract;

- 3.1.3 the execution, delivery and performance by it of the Contract does not contravene any provision of:
- (a) any law either in force, or enacted but not yet in force binding on the Supplier;
 - (b) the Memorandum and Articles of Association of the Supplier;
 - (c) any order or decree of any court or arbitrator or adjudicator; or
 - (d) any obligation which is binding upon the Supplier or upon any of its assets or revenues;
- 3.1.4 no claim is presently being assessed in respect of the Supplier and no litigation, arbitration or administrative proceedings are presently in progress or, to the best of the knowledge of the Supplier, pending or threatened against it or any of its assets which will or might have a material adverse effect on the ability of the Supplier to perform its obligations under the Contract;
- 3.1.5 there are no material facts or circumstances in relation to the financial position or operational constitution of the Supplier which have not been fully and fairly disclosed to PA Housing and which if disclosed might reasonably have been expected to affect the decision of PA Housing to enter into the Contract,

and PA Housing relies upon such warranties, representations and undertakings.

3.2 The Supplier warrants, represents and undertakes to PA Housing that:

- 3.2.1 the Supplier shall not make any statement, orally or in writing, publicly or privately, or do any act or otherwise conduct itself in such a manner as will or may in the reasonable opinion of PA Housing disparage PA Housing, its clients or customers, its or their business, products or services;
- 3.2.2 PA Housing's use of any third-party materials, including any materials supplied by the Supplier to PA Housing, shall not cause PA Housing to infringe the rights, including any Intellectual Property Rights, of any third party; and
- 3.2.3 all personnel and sub-contractors used by the Supplier in the performance of the Contract are adequately skilled and experienced for the activities they are required to perform

and PA Housing relies upon such warranties, representations and undertakings.

4. Supply of Goods

4.1 The Supplier shall ensure that the Goods shall:

- 4.1.1 correspond with their description and any applicable specification referred to in the Purchase Order;
- 4.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by PA Housing expressly or by implication, and in this respect PA Housing relies on the Supplier's skill and judgement;
- 4.1.3 where they are manufactured products, be free from defects in design, material and workmanship and remain so for twelve (12) months after delivery; and
- 4.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

4.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

- 4.3 PA Housing may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 4.4 If following such inspection or testing PA Housing considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at Condition 4.1, PA Housing shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 4.5 PA Housing may conduct further inspections and tests after the Supplier has carried out its remedial actions.

5. Delivery of Goods

- 5.1 The Supplier shall ensure that:
 - 5.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - 5.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - 5.1.3 it states clearly on the delivery note any requirement for PA Housing to return any packaging material for the Goods to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
- 5.2 The Supplier shall deliver the Goods:
 - 5.2.1 on the date specified in the Purchase Order or as otherwise specified by PA Housing;
 - 5.2.2 to the location specified in the Purchase Order or as otherwise specified by PA Housing (the "**Delivery Location**"); and
 - 5.2.3 during PA Housing's normal hours of business on a Business Day, or as instructed by PA Housing.
- 5.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 5.4 The Supplier shall not deliver the Goods in instalments without PA Housing's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle PA Housing to the remedies set out in Condition 8.1.
- 5.5 Title and risk in the Goods shall pass to PA Housing on completion of delivery.

6. Supply of Services

- 6.1 The Supplier shall:
 - 6.1.1 co-operate with PA Housing in all matters relating to the Services, and comply with all instructions of PA Housing;
 - 6.1.2 perform the Services in accordance with Good Industry Practice;
 - 6.1.3 perform the Services in accordance with any timetable notified to the Supplier by PA Housing in writing;

- 6.1.4 in performing the Services, use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- 6.1.5 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Purchase Order, and that the Deliverables shall be fit for any purpose that PA Housing expressly or impliedly makes known to the Supplier;
- 6.1.6 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- 6.1.7 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to PA Housing, will be free from defects in workmanship, installation and design;
- 6.1.8 obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
- 6.1.9 comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services, and with PA Housing Policies;
- 6.1.10 observe all health and safety rules and regulations and any other security requirements that apply at any of PA Housing's premises;
- 6.1.11 hold all materials, equipment and tools, drawings, specifications and data supplied by PA Housing to the Supplier (the "**PA Housing Materials**") in safe custody at its own risk, maintain PA Housing Materials in good condition until returned to PA Housing, and not dispose or use PA Housing Materials other than in accordance with PA Housing's written instructions or authorisation;
- 6.1.12 not do or omit to do anything which may cause PA Housing to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that PA Housing may rely or act on the Services; and
- 6.1.13 forthwith give notice to PA Housing of any matter which is causing or is likely to cause delay in the completion of a Purchase Order beyond the date stated for its completion. For the avoidance of doubt, such notice shall not excuse or exempt the Supplier from its obligations under the Contract.

6.2 Any defects, deficiencies or other faults in the delivery of the Services which become apparent within twelve (12) months of the supply of the Services which are due to the erroneous execution of the Services shall be made good by the Supplier at no cost to PA Housing.

7. Changes to PA Housing's Requirements

- 7.1 PA Housing shall notify the Supplier of any material change to PA Housing's requirements under a Purchase Order.
- 7.2 The Supplier shall use its best endeavours to accommodate any changes to the needs and requirements of PA Housing including re-sequencing and re-programming the Goods and/or Services at no cost to PA Housing. If the Supplier has used best endeavours to the satisfaction of PA Housing but such re-sequencing and re-programming is not possible without the Supplier incurring additional material costs then the Supplier shall be entitled to payment for any such additional material costs incurred as a result of any such changes. The amount of such additional costs is to be agreed between PA Housing and the Supplier in writing prior to the Supplier undertaking any changes.

8. PA Housing's Remedies

- 8.1 If the Goods and/or Services are not delivered on the date they are due as referred to in Condition 5.2.1 and/or Condition 6.1.3, or do not comply with the undertakings set out in Conditions 4.1 and/or 6.1, then, without limiting any of its other rights or remedies, PA Housing shall have the right to any one or more of the following remedies, whether or not it has accepted the Goods and/or Services:

- 8.1.1 to terminate the Purchase Order with immediate effect by giving written notice to the Supplier;
 - 8.1.2 to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
 - 8.1.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
 - 8.1.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - 8.1.5 to require the Supplier to re-perform the Services, or to provide a full refund of the price of the rejected Services (if paid);
 - 8.1.6 to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - 8.1.7 to recover from the Supplier any costs incurred by PA Housing in obtaining substitute goods or services from a third party;
 - 8.1.8 where PA Housing has paid in advance for Goods and Services that have not been provided by the Supplier, to have such sums refunded by the Supplier; and/or
 - 8.1.9 to claim damages for any other costs, loss or expenses incurred by PA Housing which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.
- 8.2 The provisions of this Condition 8 shall apply to any repaired or replacement goods supplied by the Supplier and to any substituted or remedial services provided by the Supplier.
- 8.3 PA Housing's rights and remedies under the provisions of this Condition 8 are in addition to its rights and remedies implied by statute and common law.

9. Invoices and Payment

- 9.1 The Price for the Goods shall be the price set out in the Purchase Order and shall be inclusive of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by PA Housing.
- 9.2 The Price for the Services shall be the price set out in the Purchase Order and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by PA Housing, the Price shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 9.3 In respect of Goods, the Supplier shall invoice PA Housing on or at any time after Completion of Delivery.
- 9.4 In respect of Services, the Supplier shall invoice PA Housing on Completion of Performance of the Services, or if agreed in writing by PA Housing, on a monthly basis in arrears.
- 9.5 Each invoice submitted pursuant to Condition 9.3 and 9.4 shall include such supporting information required by PA Housing to verify the accuracy of the invoice, including but not limited to the relevant Purchase Order number.
- 9.6 In consideration of the supply of Goods and/or Services by the Supplier, PA Housing shall pay the invoiced amounts within thirty (30) days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 9.7 All amounts payable by PA Housing are exclusive of amounts in respect of valued added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made by the Supplier to PA Housing, PA Housing shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

- 9.8 If PA Housing fails to make a payment due to the Supplier under the Contract by the due date, then PA Housing shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Condition 9.8 will accrue each day at 2% a year above the Bank of England's base rate from time to time, but at 2% a year for any period when that base rate is below 0%. This Condition shall not apply to payments that PA Housing disputes in good faith.
- 9.9 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow PA Housing to inspect such records at all reasonable times on request.
- 9.10 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against PA Housing in order to justify withholding payment of any such amount in whole or in part. PA Housing may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier.

10. Confidentiality

- 10.1 The Supplier agrees not to disclose any Confidential Information to any third party without the prior written consent of PA Housing. To the extent that it is necessary for the Supplier to disclose Confidential Information to its staff, agents and sub-contractors, the Supplier shall ensure that such staff, agents and sub-contractors are subject to the same obligations as the Supplier in respect of all Confidential Information.
- 10.2 Condition 10.1 shall not apply to information which:
- 10.2.1 Is or becomes public knowledge (otherwise than by breach of these Conditions or a breach of an obligation of confidentiality);
 - 10.2.2 Is in the possession of the Supplier, without restriction as to its disclosure, before receiving it from PA Housing or any other department or office of Her Majesty's Government; and/or
 - 10.2.3 Is required by law to be disclosed.
- 10.3 The obligations contained in this Condition shall continue to apply after the expiry or termination of the Contract.
- 10.4 The Supplier shall not communicate with representatives of the general or technical press, radio, television or other communications media, with regard to the Contract, unless previously agreed in writing with PA Housing.
- 10.5 Except with the prior consent in writing of PA Housing, the Supplier shall not make use of the Contract or any Confidential Information otherwise than for the purposes of supplying the Goods and/or the Services.

11. Intellectual Property Rights

- 11.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any PA Housing Materials) shall be owned by the Supplier.
- 11.2 The Supplier grants to PA Housing, or shall procure the direct grant to PA Housing of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding PA Housing Materials) for the purpose of receiving and using the Services and the Deliverables.
- 11.3 All PA Housing Materials are the exclusive property of PA Housing.

12. Data Protection and Freedom of Information

- 12.1 To the extent that compliance with the Contract involves the Supplier processing personal data (such terms having the meanings given in the relevant Data Protection Legislation) the Supplier shall comply with the relevant Data Protection Legislation in relation to that personal data.

- 12.2 Nothing in the Contract shall prevent PA Housing from disclosing any Information which PA Housing in its absolute discretion considers it is required to disclose in order to comply with the FOIA and/or the EIR and any other statutory requirements whether or not existing at the date of the Contract, and PA Housing reserves the right to make such disclosure without reference to the Supplier.
- 12.3 If PA Housing shall at any time notify the Supplier that it has received a Request for Information in respect of which PA Housing requires the Supplier's assistance then:
- 12.3.1 the Supplier shall at its own cost provide and procure that its sub-contractors provide all necessary assistance required by PA Housing in order to allow PA Housing to comply with the request for Information within the period or periods when it is obliged to respond to the request for Information; and
- 12.3.2 without limitation to the foregoing the Supplier shall at its own cost within five (5) Business Days of request supply and procure that its sub-contractors supply to PA Housing such Information and documents requested by PA Housing in such form as reasonably prescribed by PA Housing.
- 12.4 This Condition 12 shall survive the termination or expiry of the Contract.

13. Health and Safety

- 13.1 Supplier shall immediately notify PA Housing of any health and safety hazards, which may arise in connection with use or handling of the Goods and / or the performance of the Services and / or in the event of any incident occurring in the performance of Services where that incident causes any personal injury or damage to property that could give rise to personal injury.
- 13.2 The Supplier shall comply with any health and safety measures implemented by PA Housing in any way connected with the provision of the Services or the use of the Goods.
- 13.3 The Supplier shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to any persons in the performance of the Services or the use or delivery of the Goods.
- 13.4 The Supplier shall ensure that the following documents relevant to the Goods and / or Services are made available to PA Housing on request:
- 13.4.1 health and safety policy, together with codes of practice, operational guidelines, provisions and procedures; and
- 13.4.2 health and safety plan, method statements, risk assessments, COSHH assessments, accident books and prohibition notices.

14. Indemnities and Insurance

- 14.1 The Supplier shall keep PA Housing indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by PA Housing arising out of or in connection with:
- 14.1.1 any claim made against PA Housing for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the supply or use of the Goods and/or Services;
- 14.1.2 any negligence of or breach of the Contract by the Supplier or any of its employees or agents; and/or
- 14.1.3 any defects in the Goods.
- 14.2 The Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on PA Housing's request, produce both the

insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

15. Termination

- 15.1 Without prejudice to any other provision of the Contract, PA Housing may terminate the Purchase Order and the Contract in whole or in part at any time before delivery of the Goods or full and complete performance of the Services with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work in relation to the Purchase Order and the Contract.
- 15.2 Without prejudice to any rights that the Parties have accrued under the Contract or any of their respective remedies, obligations or liabilities either Party may terminate the Contract with immediate effect by giving written notice to the other Party if:
- 15.2.1 the other Party commits an irremediable material breach of any of its obligations under the Contract;
- 15.2.2 the other Party commits a remediable material breach of any of its obligations under the Contract and fails to remedy that breach within a period of fifteen (15) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or
- 15.2.3 the other Party ceases, or threatens to cease, to carry on its business, becomes insolvent, or has a liquidator, trustee in bankruptcy, receiver, manager, administrator or administrative receiver appointed in respect of its assets, or suffers any event analogous to any of the foregoing in any jurisdiction in which it is incorporated or resident.
- 15.3 Without prejudice to any rights that have accrued under the Contract or any of its rights or remedies, PA Housing may terminate the Contract forthwith by written notice to the Supplier if:
- 15.3.1 the Supplier undergoes a Change of Control;
- 15.3.2 the Supplier's financial position deteriorates to such an extent that in PA Housing's reasonable opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- 15.3.3 without prejudice to Condition 15.2 or 29.5, the Supplier has committed any other breach of the Contract and has not remedied such breach to the satisfaction of PA Housing within twenty five (25) days, or such other period as may be specified by PA Housing, after issue of a written notice from PA Housing to the Supplier specifying the breach and requesting it to be remedied.

16. Consequences of Termination

- 16.1 On termination of the Contract for any reason:
- 16.1.1 PA Housing shall not be liable to the Supplier for any loss of profits, loss of contracts or other costs, losses and/or expenses incurred by the Supplier as a result of or in connection with such termination;
- 16.1.2 the Supplier shall immediately deliver to PA Housing all Deliverables whether or not then complete, and return all PA Housing Materials. If the Supplier fails to do so, then PA Housing may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;
- 16.1.2 the Supplier shall, at no cost to PA Housing, promptly provide such assistance and comply with such timetable as PA Housing may reasonably require for the purpose of ensuring an orderly transfer of responsibility to any new supplier appointed by PA Housing;
- 16.1.3 the accrued rights, remedies, obligations and liabilities of the Parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and

16.1.4 Conditions which expressly or by implication have effect after termination shall continue in full force and effect.

17. Force Majeure

17.1 Neither Party shall have any liability to the other under the Contract if it is prevented from, or delayed in, performing its obligations under the Contract, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes, act of God, war, riot, civil commotion, compliance with any law or regulation, fire, flood or storm (each a **"Force Majeure Event"**)

17.2 Each of the Parties hereto agrees to give notice forthwith to the other upon becoming aware of a Force Majeure Event such notice to contain details of the circumstances giving rise to the Force Majeure Event.

18. Audit

18.1 The Supplier shall allow PA Housing and any person, firm or organisation authorised by PA Housing to have access to and to audit and inspect all records maintained by the Supplier in relation to the performance by the Supplier of its obligations under the Contract. The Supplier shall assist PA Housing or any party authorised by PA Housing (as the case may be) in the conduct of the audit and/or inspection.

19. Waiver

19.1 No failure or delay by a Party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

20. Severance

20.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Condition shall not affect the validity and enforceability of the rest of the Contract.

21. Entire Agreement

21.1 The Contract constitutes the entire agreement between the Parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

22. Assignment and Subcontracting

22.1 The Supplier shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the prior written consent of PA Housing.

22.2 If the Supplier assigns or subcontracts any of its obligations under the Contract to any third party, the Supplier shall be fully responsible to PA Housing for the proper performance of those obligations and for any act or omission of the third party in relation thereto.

22.3 PA Housing may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under the Contract, provided that PA Housing gives prior written notice to the Supplier.

22.4 Notwithstanding Condition 10, a Party assigning any or all of its rights under the Contract may disclose to a proposed assignee any information in its possession that relates to the Contract or its subject matter, the negotiations relating to it and the other party which it is reasonably necessary to disclose for the purposes of the proposed assignment, provided that no disclosure pursuant to this

Condition 22.4 shall be made until notice of the identity of the proposed assignee has been given to the other Party.

23. No Partnership or Agency

23.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another party, nor authorise any Party to make or enter into any commitments for or on behalf of any other party.

24. Third-Party Rights

24.1 A person who is not a party to the Contract shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

24.2 The right of the Parties to terminate, rescind or agree any variation, waiver or settlement under the Contract is not subject to the consent of any person that is not a Party to the Contract.

25. Rights and Remedies

25.1 Except as expressly provided in the Contract, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

26. Notices

26.1 Any notice, request, instruction or other documentation to be given under the Contract shall be delivered or sent by first class post or by fax or electronic mail to the address of the other Party set out in the Purchase Order (or such other address as the other may have notified the first Party for this purpose) and any such notice or other document shall be deemed to have been served, (if delivered) at the time of delivery or (if sent by post) upon the expiration of 48 hours after posting and (if sent by fax or electronic mail) upon transmission unless a notice of non-delivery is received within 2 hours after transmission.

27. Dispute Resolution

27.1 If there is a dispute between the Parties concerning any matter arising from or in connection with the Contract, the Parties will use reasonable endeavours to settle the matter in accordance with the dispute resolution procedure set out below.

27.2 Any dispute which has not been resolved between the Parties within fourteen (14) days of the matter being raised by one to the attention of the other, may be escalated by either Party to a member of the senior management team of the other Party, by notice in writing.

27.3 If the dispute has not been resolved within fourteen (14) days of a notice under Condition 27.2, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR. To initiate the mediation a Party must give notice in writing ("**ADR notice**") to the other Party to the dispute requesting a mediation. A copy of the request should be sent to CEDR. The mediation will start not later than twenty (20) days after the date of the ADR notice.

27.4 Escalation of a dispute or the commencement of a mediation will not prevent the Parties commencing or continuing court proceedings at any stage.

28. Modern Slavery

28.1 The Supplier shall (and shall procure compliance by its officers, employees, agents, advisers, suppliers, subcontractors, service providers, Supplier Personnel or other persons associated with it), at its own cost, comply with its obligations under the Modern Slavery Act 2015 ("**MSA 2015**").

28.2 The Supplier shall respond promptly to any questionnaire or due diligence enquiries put to it by PA Housing or its representatives relating to the subject of modern slavery and human trafficking and the Supplier warrants that any such information provided shall be true and accurate in all material respects having made such internal enquiries as would be expected by a reasonably prudent and diligent supplier.

28.3 The Supplier warrants to PA Housing that:

28.3.1 none of its officers, employees, agents, advisers, suppliers, subcontractors, service providers, Supplier Personnel or other persons associated with it have been convicted of any offence involving slavery and human trafficking; and

28.3.2 none of its officers, employees, agents, advisers, suppliers, subcontractors, service providers, Supplier Personnel or other persons associated with it have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking,

and the warranties so provided by the Supplier shall be deemed repeated to PA Housing on each one (1) month anniversary of the date of the Contract.

28.4 The Supplier undertakes that it shall:

28.4.1 implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains; and

28.4.2 undertake such training as may be reasonably required to procure that its business and supply chain are and remain free of any human trafficking or slavery.

29. **Ant-Bribery**

29.1 The Supplier shall and shall procure that any of its officers, employees, agents, advisers, suppliers, subcontractors, service providers, Supplier Personnel or other persons associated with it shall:

29.1.1 comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption (and for this purpose the UK's Bribery Act 2010 (the "**Bribery Act**") shall be deemed to apply ("**Relevant Laws**");

29.1.2 not do, or omit to do, any act that will cause or lead PA Housing or any of its group companies to be in breach of any of the Relevant Laws or PA Housing's anti-bribery policy (the "**Policy**"), a copy of which will be provided to the Supplier upon request;

29.1.3 have and shall maintain in place throughout the period of the Contract its own policies and procedures, including adequate procedures under the Bribery Act, to ensure compliance with the Relevant Laws and the Policy, and will enforce them where appropriate;

29.1.4 promptly report to PA Housing (in writing) any breach of the Relevant Laws or the Policy by it or any of its officers, employees, agents, advisers, suppliers, subcontractors, service providers, Supplier Personnel or other persons associated with it;

29.1.5 promptly report to PA Housing (in writing) any request or demand for any undue financial or other advantage of any kind received by the Supplier (or any of its officers, employees, agents, advisers, suppliers, subcontractors, service providers, Supplier Personnel or other persons associated with it) in connection with the performance of the Contract; and

29.1.6 if requested, provide PA Housing with any reasonable assistance, at PA Housing's reasonable cost, to enable PA Housing to perform any activity required for the purpose of compliance with any of the Relevant Laws or the Policy.

29.2 The Supplier shall indemnify PA Housing or any of its group companies against any losses, damages, claims or expenses incurred by, or awarded against, PA Housing or any of PA Housing's group companies as a result of any breach of this Condition 29 by the Supplier or any of its officers, employees, agents, advisers, suppliers, subcontractors, service providers, Supplier Personnel or other persons associated with it.

29.3 The Supplier warrants and represents to PA Housing that neither the Supplier nor any of its officers, employees, agents, advisers, suppliers, subcontractors, service providers, Supplier Personnel or other persons associated with it:

- 29.3.1 has been convicted of any offence involving bribery or corruption, fraud or dishonesty;
 - 29.3.2 to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Laws; or
 - 29.3.3 has been or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts.
- 29.4 The Supplier shall promptly notify PA Housing if, at any time during the term of the Contract, its circumstances, knowledge or awareness or that of its officers, employees, agents, advisers, suppliers, subcontractors, service providers, Supplier Personnel or other persons associated with it, changes such that it (or they) would not be able to repeat the warranties set out in Condition 29.3 at the relevant time.
- 29.5 PA Housing may terminate the Contract with immediate effect upon written notice to the Supplier if at any time after entry into the Contract the Supplier or any of its officers, employees, agents, advisers, suppliers, subcontractors, service providers, Supplier Personnel or other persons associated with it:
- 29.5.1 breaches Condition 29.1;
 - 29.5.2 is unable to repeat the warranties set out in Condition 29.3;
 - 29.5.3 pleads guilty to or is convicted of any offence involving bribery or corruption, fraud or dishonesty;
 - 29.5.4 is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Laws; and/or
 - 29.5.5 is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts.

30. Governing Law and Jurisdiction

- 30.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 30.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).