



---

**GREAT PLACES HOUSING ASSOCIATION  
STANDARD TERMS AND CONDITIONS FOR  
THE SUPPLY OF WORKS AND/OR SERVICES**

---

## 1 INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

**“Business Day”** a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

**“Charges”** the charges payable by the Customer for the supply of the Services in accordance with Clause 6.

**“Commencement Date”** has the meaning set out in Clause 2.2.

**“Conditions”** these terms and conditions as amended from time to time in accordance with Clause 13.8.

**“Contract”** the contract between the Customer and the Supplier for the supply of Services in accordance with the Order and these Conditions.

**“Customer”** Great Places Housing Association registered in England and Wales with company number IP19564R

**“Customer Materials”** has the meaning set out in Clause 3.3.9.

**“Deliverables”** 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 without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

**“Order”** the Customer’s order for the supply of Services, as set out the workflow email sent from the Customer to the Supplier.

**“Services”** the works and/or services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Specification.

**“Specification”** the description or specification for the Services agreed in writing by the Customer and the Supplier and/or as detailed within the Order.

**“Supplier”** the person or firm from whom the Customer purchases the Services.

1.2 Construction. In these Conditions, the following rules apply:

1.2.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2 a reference to a party includes its personal representatives, successors or permitted assigns;

1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a

statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.4 any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.2.5 a reference to **writing** or **written** includes faxes and e-mails.

## 2 BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

2.2 The Order shall be deemed to be accepted on the earlier of:

2.2.1 the Supplier issuing written acceptance of the Order; or

2.2.2 any act by the Supplier consistent with fulfilling the Order,

at which point and on which date the Contract shall come into existence ("**Commencement Date**").

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

## 3 SUPPLY OF SERVICES

3.1 The Supplier shall from the date set in the Order and for the duration of this Contract provide the Services to the Customer in accordance with the terms of the Contract.

3.2 The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by the Customer.

3.3 In providing the Services, the Supplier shall:

3.3.1 co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;

3.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

3.3.3 use personnel who are suitably qualified, 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 this Contract;

3.3.4 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Customer;

- 3.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- 3.3.6 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 the Customer, will be free from defects in workmanship, installation and design;
- 3.3.7 obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- 3.3.8 observe and comply with all the obligations imposed by the Construction (Design and Management) Regulations 2015 as amended from time to time together with all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;
- 3.3.9 hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier ("**Customer Materials**") in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation;
- 3.3.10 not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services; and
- 3.3.11 comply with all statutes, statutory instruments, regulations, rules or orders made under any statute or directive which affects the Services or performance of the Supplier's obligations under the Contract and any regulation or bye-law of any local authority or statutory undertaker which has jurisdiction with regard to the Services or with those systems the Services are, or are to be, connected, including any statutory provisions and any decisions of a relevant authority thereunder which control the right to develop the premises; and
- 3.3.12 comply with all rules of the Customer including, without limitation, any protocols for gaining access to the Customer's premises.

#### 4 **CUSTOMER REMEDIES**

- 4.1 If the Supplier fails to perform the Services by the applicable dates, the Customer shall, without limiting its other rights or remedies, have one or more of the following rights:

- 4.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
  - 4.1.2 to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
  - 4.1.3 to recover from the Supplier any costs incurred by the Customer in obtaining substitute services from a third party;
  - 4.1.4 where the Customer has paid in advance for Services that have not been provided by the Supplier, to have such sums refunded by the Supplier; or
  - 4.1.5 to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates.
- 4.2 These Conditions shall extend to any substituted or remedial services provided by the Supplier.
- 4.3 The Customer's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

## **5 CUSTOMER'S OBLIGATIONS**

- 5.1 The Customer shall:
- 5.1.1 To the extent that the Supplier has been unable to gain access to the premises in accordance with the Customer's protocols, use reasonable endeavours to provide the Supplier with reasonable access at reasonable times to the Customer's premises for the purpose of providing the Services;
  - 5.1.2 provide such information to the Supplier as the Supplier may reasonably request and the Customer considers reasonably necessary for the purpose of providing the Services.

## **6 CHARGES AND PAYMENT**

- 6.1 The Charges for the Services shall be set out in the 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 the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 6.2 The Supplier shall invoice the Customer in accordance with the instalments specified in the Order. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

- 6.3 The invoice and supporting information shall specify the sum that the Supplier considers will become due on the payment due date in respect of the instalment and the basis on which that sum was calculated.
- 6.4 Within five days after the date on which any payment becomes due to the Supplier under the Contract the Customer shall give notice to the Supplier specifying the amount of the payment which he proposes to make in relation to the Supplier's invoice and the basis on which that amount is calculated.
- 6.5 Subject always to the Supplier having submitted his invoice in accordance with Clauses 6.2 and 6.3, the Customer shall pay to the Supplier as payments on account of the Charges all sums properly due to the Supplier under the Contract within 30 days from the date of receipt by the Customer of the Supplier's proper invoice therefore in accordance with Clauses 6.2 and 6.3 (the "final date for payment").
- 6.6 Unless the Customer has served notice under Clause 6.7 it shall pay the sum referred to in the Customer's notice under Clause 6.4 (or, if the Customer has not served notice under Clause 6.4, the sum referred to in the invoice referred to in Clause 6.2) (in this Clause 6, the "notified sum") on or before the final date for payment.
- 6.7 The Customer shall give to the Supplier notice of any deduction or set off which he proposes to make and the sum the Customer considers to be due on the date the notice is served and such notice shall specify the amount proposed to be withheld and the basis on which that sum is calculated (the "pay less notice"). Such notice shall be given not later than five days before the final date for payment of each invoice under Clause 6.5 (the "prescribed period").
- 6.8 The Customer shall pay to the Supplier the total amount of value added tax properly chargeable by the Supplier on the supply to the Customer of the Services.
- 6.9 If the Customer fails to pay any amount properly due and payable by it under the Contract, the Supplier shall have the right to charge interest on the overdue amount at the rate of 3 per cent per annum above the base rate of the Bank of England which is current at the final date for payment. The Customer and the Supplier acknowledge that the Customer's liability under this clause 6.9 is a substantial remedy for the purposes of Section 9(1) of the Late Payment of Commercial Debts (Interest) Act 1996.
- 6.10 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and shall allow the Customer to inspect such records at all reasonable times on request.
- 6.11 The Customer may, without limiting its other rights or remedies, set off any amount owed to it by the Supplier against any amount payable by the Customer to the Supplier under the Contract.

## **7 INTELLECTUAL PROPERTY RIGHTS**

- 7.1 In respect of any goods that are transferred to the Customer under this Contract, or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Customer, it will have full and unrestricted rights to transfer all such items to the Customer.
- 7.2 The Supplier with full title guarantee hereby grants to the Customer and its nominees an irrevocable non-exclusive royalty free licence to use and reproduce all drawings details plans and specifications schedules reports calculations and other work and the designs contained in them (and all subsequent amendments and additions to them) whether in hard copy or electronic form (together referred to in this Clause as the "Proprietary Material") which have been or are hereafter written originated or made by or on behalf of the Supplier for any purpose connected with the Services. Such licence shall carry the right to grant sub-licences and shall be transferable to third parties without the consent of the Supplier. The Supplier shall have no liability for their use except for the purpose for which they were provided.
- 7.3 The Supplier shall obtain waivers of all moral rights in the Proprietary Material and the Deliverables, to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 7.4 All Customer Materials are the exclusive property of the Customer.

## **8 INDEMNITY**

- 8.1 The Supplier shall keep the Customer indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Customer as a result of or in connection with:
- 8.1.1 any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and
- 8.1.2 any claim brought against the Customer for actual or alleged infringement of a third party's copyright or intellectual property rights arising out of, or in connection with, the receipt, use or supply of the Services.
- 8.2 For the duration of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, employee liability insurance (with cover of £10 million per claim) and public liability insurance (with cover of £5 million per claim) to cover the liabilities that may arise under or in

connection with the Contract and shall, on the Customer'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.

8.3 This Clause 8 shall survive termination of the Contract.

## 9 **CONFIDENTIALITY**

A party ("**Receiving Party**") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to, or otherwise obtained by, the Receiving Party by the other party ("**Disclosing Party**"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This Clause 9 shall survive termination of the Contract.

## 10 **TERMINATION**

10.1 Without limiting its other rights or remedies, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:

10.1.1 the Supplier commits a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within seven days of receipt of notice in writing of the breach;

10.1.2 the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

10.1.3 the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors

10.1.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company) other than for the sole purpose of a scheme for a solvent



amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;

- 10.1.5 the Supplier (being an individual) is the subject of a bankruptcy petition order;
- 10.1.6 a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 10.1.7 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier (being a company);
- 10.1.8 a floating charge holder over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 10.1.9 a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
- 10.1.10 any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 10.1.2 to Clause 10.1.9 (inclusive);
- 10.1.11 the Supplier suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business; or
- 10.1.12 the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

10.2 Without limiting its other rights or remedies, the Customer may terminate the Contract by giving the Supplier 7 days written notice.

## 11 CONSEQUENCES OF TERMINATION

11.1 On termination of the Contract for any reason:

- 11.1.1 the Supplier shall immediately deliver to the Customer all Deliverables and copies of all Proprietary Material whether or not then complete, and return all Customer Materials. If the Supplier fails to do so, then the Customer 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 this Contract;

11.1.2 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

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

## 12 **DISPUTES**

12.1 Subject to clause 12.3, any dispute or difference arising under the Contract may be referred to adjudication in accordance with the following provisions:

12.1.1 The Scheme for Construction Contracts SI No 1998 649 (as amended) (the "Scheme") shall apply;

12.1.2 Subject to any other agreement between the Customer and the Supplier as to who shall act as adjudicator, the adjudicator shall be the person selected by the President or Vice President for the time being of the Royal Institute of Chartered Surveyors.

12.2 The Contract shall be read and construed in accordance with English Law and, subject to clause 12.1, the English courts shall have jurisdiction with regard to all matters arising under or in connection with it.

12.3 Where the Contract is not governed by or subject to the Housing Grants Construction and Regeneration Act 1996 (as amended) then the provisions of clause 12.1 shall not apply.

## 13 **GENERAL**

13.1 Force majeure: Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable. If such event or circumstances prevent the Supplier from providing any of the Services for more than 4 weeks, the Customer shall have the right, without limiting its other rights or remedies, to terminate this Contract with immediate effect by giving written notice to the Supplier.

13.2 Assignment and subcontracting:

- 13.2.1 The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Customer.
- 13.2.2 The Customer may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- 13.3 Notices:
- 13.3.1 Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.
- 13.3.2 Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.
- 13.3.3 This Clause 13.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.
- 13.4 Waiver and cumulative remedies:
- 13.4.1 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. 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.
- 13.4.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
- 13.5 Severance:

- 13.5.1 If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 13.5.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 13.6 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 13.7 Third parties:
- 13.7.1 Any subsidiary of the Customer and/or any joint ventures in which the Customer has an equity stake with an interest in the Services whether on, before or after the date of the Contract shall be entitled to the benefit of the Supplier's obligations and liabilities under the Contract and shall be entitled to pursue an action against the Supplier in respect of any loss, costs, interests or damages suffered or incurred as a result of the Supplier's breach of or failure to carry out an complete the Services in accordance with the Contract.
- 13.7.2 Save as provided in clause 13.7.1 any person who is not a party to the Contract shall not have any rights under or in connection with it.
- 13.8 Variation: Any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by Customer.