



## Standard Terms and Conditions for Good and Services

### 1. General

Except where Clause 21 applies these terms and conditions apply to every purchase by Wakefield and District Housing ('WDH') with any individual, organisation, partnership or company ('the Supplier'). No terms or conditions in, attached or displayed on any catalogue, sales literature or document including order acknowledgement, dispatch / delivery advice note or invoice of the Supplier which are inconsistent with these terms and conditions or which purport to add to or vary them in any way shall have any effect unless expressly accepted by WDH in writing. In the absence of such acceptance the Supplier shall be deemed to have withdrawn or waived his terms or conditions and to contract solely on the basis of these conditions and acceptance of any goods and / or services shall not constitute or be deemed to constitute acceptance by WDH of the Supplier's terms or conditions. The contract ('Contract') shall commence and the Supplier will be contractually bound upon the despatch of a purchase order by WDH.

### 2. Price

The price to be paid for the goods and / or services shall be as set out in the purchase order. No variation of such price shall be effective unless agreed in writing between the Supplier and **WDH and supported by an additional PO.**

### 3. Conformity to Purchase Order

The Supplier shall ensure that the goods and / or services supplied or performed under the Contract shall:

- conform as to the quantity, type, sort, quality and description set out in the purchase order.
- be fit for the purpose made known to the Supplier expressly or by implication and in this respect WDH shall rely on the Supplier's skill and judgement.
- be new (unless otherwise specified in the purchase order) and of sound materials and skilled and careful workmanship.
- be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by WDH.
- where applicable, be free from defects in design, materials and workmanship and remain so for 12 months after delivery.
- comply with any current legislation and standards specified and where no standard is specified comply with relevant European Union or British Standards, or accepted industry best practice.

If the goods and / or services do not comply with the WDH purchase order and/or instructions, WDH is entitled at its option to either return the goods at the risk of the

Supplier; and/or reject the goods and / or services; and/or require the Supplier to re-perform the services or accept the whole or part of the goods and / or services supplied by the Supplier but without prejudice to any rights of WDH to claim compensation or damages for loss or damage suffered as a result of such failure to comply.

#### 4. Delivery of Goods and / or Performance of Services

- All goods and / or services ordered by WDH shall be delivered or performed at the cost of the Supplier and delivered to or performed by the Supplier at such location as WDH shall direct.
- Failure by the Supplier to deliver the goods and / or perform the services on the date or within the timescales specified on the purchase order shall entitle WDH to terminate the Contract without notice.

#### 5. Property Ownership and Risk

- The Supplier shall own the goods and bear all risks of loss or damage to the goods until they have been delivered to WDH and shall insure them accordingly. Risk and ownership of the goods shall pass to WDH when the goods have been delivered to the delivery address and signed for by a WDH employee (but without prejudice to WDH's rights of rejection of the goods under Clause 3) except where WDH make any advance or stage payment where ownership of the goods shall pass to WDH on such payment and at this point the goods shall be clearly marked as such.

#### 6. Dispute Resolution

The parties shall attempt in good faith to negotiate a settlement to any dispute arising out or in connection with this Contract. In the event a settlement cannot be reached within a reasonable time or within one month of the dispute arising (whichever is the shorter period) the parties may exercise any remedy it has under applicable law.

#### 7. Invoices, Payment and Set Off

- (a) Detailed priced invoices, which shall be valid VAT invoices, shall be sent by first class post or by prior arrangement electronic means to WDH at the address detailed in the purchase order. Invoices shall be sent immediately after delivery of goods is made and / or completion of the services and **all instances** shall bear WDH's purchase order number. **WDH operate a strict No PO, No Pay policy and is the sole responsibility of suppliers to ensure a valid PO is displayed.**
- (b) Payment for goods and / or services provided shall be made at the time agreed by the parties.
- (c) Where no other payment terms have been agreed, WDH shall make payment within 30 days of receipt of a valid invoice from the Supplier and furthermore the Supplier warrants that it shall pay its suppliers upon the same terms.
- (d) WDH may set off against any sums due to the Supplier whether under this Contract or otherwise any lawful set off or counterclaim to which WDH may at any time be entitled.

## **8. Indemnity and Insurance**

The Supplier shall hold and keep WDH fully indemnified from and against all actions, costs, claims, demands, and liability whatsoever in respect of any injury or damage to persons or property due to or arising out of the performance of the Contract or any breach by the Supplier of these terms and conditions or any terms or obligations implied by law or any other relevant statutory provision as may be in force from time to time. The Supplier shall at all times have sufficient insurances in place (including public liability insurance of at least £5 million) and provide written evidence to WDH upon request.

## **9. Force Majeure**

Notwithstanding anything contained in these terms and conditions neither WDH nor the Supplier shall be liable for any loss damage or expense suffered or incurred by the other party if by reason of fire, accident, wars, strikes, lockouts or any restriction or prohibition imposed by the Government or any duly authorised authority which could not reasonably have been prevented or avoided by WDH or the Supplier as the case may be, either:

- (a) WDH is prevented from or delayed in accepting delivery of any goods and / or services or any part of the goods and / or services or in paying for the same or any part thereof at the due time; or
- (b) The Supplier is prevented from or delayed in the supply of any goods and / or services ordered by WDH.

## **10. Confidentiality**

The Supplier shall treat all information belonging to WDH as confidential and safeguard it accordingly; and shall not disclose any confidential information without the prior written consent of WDH unless required to by law.

## **11. Waiver**

No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of the Contract shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Contract.

## **12. Variation**

This Contract may not be varied except by an agreement in writing signed by the duly authorised representatives of the parties.

## **13. Rights of Third Parties**

Unless the right of enforcement is expressly granted, it is not intended that a third party should have a right to enforce a provision of this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999. The parties may rescind or vary this Contract without the consent of a third party to whom an express right to enforce any of its terms has been provided.

## 14. Termination

WDH may terminate the provision of goods and / or services under the terms of the Contract at any time by giving 30 days written notice to the Supplier. If at any time after the commencement of the Contract the Supplier commits an act of bankruptcy or in the case of a Limited Company calls a meeting of its creditors, then WDH shall be entitled to treat the Contract as repudiated and cancelled in respect of any goods and / or services not delivered in accordance with the terms of the Contract. If the Supplier breaches any terms of this Contract WDH may (if the breach is capable of remedy and not deemed to be a material breach) give the Supplier written notice of the breach and the Supplier shall remedy the breach within 7 days (or such timeframe as specified in writing by WDH) from receipt of notice of the breach. If the Supplier fails to remedy the breach or if the breach is either not capable of remedy or is deemed a material breach, then WDH may terminate the Contract with immediate effect.

## 15. Bribery Prevention Measures and Suspected Fraud

The Supplier warrants and undertakes that it will comply with applicable law, regulations and codes relating to anti-bribery and corruption including but not limited to the Bribery Act 2010 and acknowledges that any breach including a breach of this Clause 15 will be deemed to be a material breach in accordance with Clause 14.

The Supplier shall:

- a) Not offer or give or agree to give any person employed by WDH or acting on its behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or performance of this or any other contract with WDH or for showing or forbearing to show favour or disfavour to any person in relation to this Contract.
- b) Not enter into this Contract if in connection with it commission has been paid or agreed to be paid to any person employed by WDH or acting on its behalf by the Supplier or on the Supplier's behalf or to the Supplier's knowledge, unless before this Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to WDH.
- c) Take all reasonable steps including all preliminary enquiries and investigations to prevent the risk of fraud to WDH and where such preliminary enquiries and investigations suggest the possibility of fraud or other irregularity affecting the resources of WDH the Supplier shall immediately inform WDH.

## 16 Assignment and Sub-Contracting

The Supplier shall not assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of WDH. No sub-contracting of the Contract shall in any way relieve the Supplier of its obligations under the Contract. WDH may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights under the Contract and may sub-contract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

## **17 Enforceability**

If any provision in this Contract shall in whole or in part be held to any extent to be unlawful or unenforceable under any enactment or rule of law, the remainder of the provisions shall stand in full force and effect.

## **18 Observance of Statutory Legislation**

The Supplier shall:

- a) Comply with all statutes, orders, regulations, byelaws applicable to the performance of this Contract, including health and safety and equal opportunities.
- b) In relation to human rights and particularly the Modern Slavery Act 2015, undertake and warrant that it has nor any of employees, agents, suppliers or sub-contractors has committed or is about to be charged with an offence under the Modern Slavery Act 2015.
- c) Implement and maintain due diligence procedures for all aspects of its business; to prevent and provide assurance that no slavery or human trafficking is occurring within the business generally or its supply chain.

The Supplier shall indemnify WDH against any losses, claims or liabilities, expenses, proceedings or otherwise as a result of the Supplier's, its sub-contractor's or agent's non-compliance with the same.

## **19 Notices**

Any notification by either party to the other under the Contract shall be in writing, delivered by first class post, by fax or email to the other party at the address shown in the purchase order. All notices shall be deemed duly given on the day of posting or if sent by fax or email immediately when the notice is transmitted.

## **20 Governing Law**

This Contract shall be governed by and construed in accordance with the law of England and shall be subject to the exclusive jurisdiction of the English Courts.

## **21 Alternative Terms and Conditions of Contract**

These terms and conditions will apply unless WDH specifies different terms and conditions in its tender or quotation documentation or such other contract as agreed in writing and entered into by the parties. If different terms and conditions are specified, then those terms and conditions will override these terms and conditions.

## **22 Intellectual Property**

The Supplier warrants that none of the goods and / or services provided shall infringe any patent, trade mark, registered design, copyright or other rights in intellectual property of any third party and the Supplier shall indemnify WDH against all actions, demands, charges, expenses and costs (including legal costs) which WDH may incur as a result of or in connection with any breach of the same.

## **23 Entire Agreement**

These terms and conditions and the purchase order shall comprise the entire terms and conditions of the Contract in relation to the subject of the purchase order and the Supplier's terms and conditions shall be expressly excluded.

## **24. Data Protection**

The Supplier acknowledges that it is subject to the requirements of the General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Act 2018 (together the "Data Protection Legislation") and shall at all times assist and cooperate with WDH to enable WDH to comply and to ensure that the Supplier complies with all obligations relating to the storage, processing, and sharing of data and notification requirements under the Data Protection Legislation. The Supplier shall process personal data only in accordance with the requirements of the Data Protection Legislation and this Contract unless required to do otherwise by law. The Supplier shall ensure that it has in place appropriate technical and organisational measures, the effectiveness of which it regularly assesses and evaluates, to protect against unauthorised access to, loss of or destruction of personal data (a "Data Loss Event") having taken into account the nature of the data to be protected, the harm that might result from a Data Loss Event, the state of technological development and the cost of implementing any such technical and organisational measures. The Supplier agrees, at the direction of WDH, to delete or return to WDH all personal data (and any copies of it) which have been provided to the Supplier by WDH and in any event on termination of this Contract unless required by law to retain such personal data