

HOUSING GATEWAY LIMITED (“HGL”) PURCHASE ORDER STANDARD TERMS AND CONDITIONS (“Order”)

1. Printed conditions included with a Contractor's quotation or tender shall be disregarded where they conflict with this Order. The Order shall be superseded by the terms and conditions stated in any separate written agreement that may be signed by duly authorised signatories of the parties, the terms of which shall prevail over these terms and conditions.

2. Unless stated otherwise on the Order Minor construction work shall be carried out under the Conditions of the JCT Repair and Maintenance Contract (Commercial) (RM) 2006 Edition in force at the time of the Order unless another Standard Form of Building Contract has been entered into in which case those conditions shall prevail.

3. A contract is deemed to be formed upon acceptance by the Contractor of the Order or upon the placing of the Order where pursuant to a quotation or tender.

4. All goods and services supplied in respect of this Order must satisfy any appropriate British Standard specification, Approved Codes of Practice or equivalent European Union Standard in terms of safety, quality and fit for purpose. All services must be carried out with due skill, care and diligence which a competent and suitably qualified person performing such services could reasonably be expected to exercise in accordance with the appropriate industry best practice/statutory requirements.

5. The Contractor shall deliver/supply the goods, services or materials at the Contractor's risk and expense at such time and to such a place as specified in this Order, except where otherwise indicated on this Order. Title to the goods, services or materials shall pass on payment by HGL unless otherwise agreed between the parties.

6. HGL shall not be deemed to have accepted any part of the goods until after HGL has inspected the goods and made payment. HGL may reject the whole or part of the goods, services or materials if it considers that they are of an unsatisfactory quality or not in accordance with the Purchase Order, (until 28 days after delivery). Failure to remove the goods/services/materials within seven days of request may result in removal by HGL at the Contractor's expense. The Contractor warrants to HGL that the goods will, from time of delivery, be free from defects or failures in design material and workmanship for such period as is reasonable for that type of goods.

7.1 The prices for the goods, services or materials shall remain fixed unless otherwise agreed by the parties, and shall be exclusive of Value Added Tax (“VAT”). VAT shall be due at the rate applicable at the tax point date of the Contractors invoice.

7.2 The Contractor shall submit an invoice electronically to HGL, within 28 days of supplying any goods or services. The Order number must be quoted on all invoices and delivery notes, failure to do so will result in the Contractor's invoice being returned unpaid. HGL shall consider and verify that invoice in a timely fashion.

7.3 Save where an invoice is in dispute, HGL shall pay the Contractor within 30 days from the date upon which HGL has determined that the invoice is valid and undisputed.

7.4 Should HGL not pay an invoice (once determined valid and undisputed) when due, the Contractor may claim interest on such overdue sum, from the due date until payment is made, at the rate of 8% per annum above the HSBC base rate (in accordance with the *Late Payment of Commercial Debts (Interest) Act 1998* (the “Act”). Should the percentage rate of interest per annum change (in accordance with the Act), the Contractor may then claim interest at the revised percentage rate, on any overdue sum.

7.5 Where the Contractor, whilst supplying such goods or services, enters into a sub-contract (“Sub-Contract” shall mean a contract between 2 or more contractors, at any stage of remoteness from HGL in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the contract) it hereby warrants to include in that Sub-Contract:

7.5.1 Clauses having the same effect as clauses 7.2 – 7.3 above and; 7.5.2 a clause requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards, such clauses having the same effect as clauses 7.2 – 7.3 & 7.5 above 7.6. Where the Contractor fails to comply with clauses 7.2 – 7.5 above and there is an undue delay in considering and verifying the invoice received from the sub-contractor, such an invoice shall be regarded as valid and undisputed for the purposes of paragraph 7.3, after a reasonable time has passed.

8. Time is of the essence unless otherwise agreed in writing at the time of the Order.

9. HGL shall be entitled to deduct any monies due to HGL from sums payable to the Contractor under this Order or any other contract the Contractor has with HGL.

10. The Contractor shall not assign, transfer or sub-let this contract or any parts thereof without the prior consent in writing of HGL.

11. The Contractor shall affect adequate insurance for the purposes of this contract to the satisfaction of HGL.

12. The Contractor shall indemnify HGL against all claims, liabilities, damage and loss howsoever arising from this contract.

13. In accordance with current statutory requirements the Contractor shall not in its employment of staff discriminate against any person on the grounds of colour, race, nationality, ethnic or national origin, religion, age, sex or disability.

14. Maintenance and repair services provided with goods supplied shall continue for a period of no less than 12 months unless otherwise stated herein and shall cease upon one month's written notice prior to the end of the 12 month period or thereafter upon one month's written notice.

15. Unless set out in the Conditions of Contract to the contrary, HGL shall be entitled to terminate the contract forthwith by written notice to the Contractor in the event of a breach of any of these conditions or if the Contractor failed to provide satisfactory performance of the requirements of the Order or if a receiver is appointed or if the Contractor becomes bankrupt or insolvent or goes into liquidation (either voluntarily or compulsorily) or if the Contractor's interest becomes vested in another person or body without HGL's consent.

16. HGL may terminate the contract if the Contractor or any of its employees or agents shall have committed any offence under the Prevention of Corruption Act 1889 to 1916 or shall have given any fee or reward the receipt of which is an offence under S.117(2) of the Local Government Act 1972.

17. Any information obtained by either party under this contract shall be kept confidential and shall at no time be divulged to a third party without the prior written consent of the other party, unless such information is already in the public domain. Such consent shall not be unreasonably withheld. HGL reserves the right to disclose information about this Order in accordance with the Freedom of Information Act 2000 and related statutory provisions pursuant to a valid request for such information.

18. Notwithstanding any other provision of this contract nothing in this contract confers or purports to confer any right to enforce any of its terms on any person who is not a party to it. For the avoidance of doubt The Contracts (Rights of Third Parties) Act 1999 are hereby excluded.

19. The Contractor shall comply with all Acts of Parliament, statutory instruments and by-laws applicable to the contract, in particular all legislation in force from time to time relating to the protection and safeguarding of the health and safety of HGL or Enfield Council ("the Council") employees, HGL's or the Council's servants and the premises in which the goods or services are to be used.

21. No delay or failure in performance by either party shall constitute default or give rise to any claim for damages or loss of anticipated profits if such delay or failure is caused by force majeure.

22. The Contractor shall comply with all its obligations under the Human Rights Act 1998 and Data Protection Act 1998 as amended and re-enacted

23. The Order may only be varied if agreed in writing by both parties.

24. The Contractor and HGL shall use their best endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to the contract. In addition, before resorting to litigation, the dispute should be referred to mediation in accordance with the Centre for Effective Dispute Resolution Model Mediation Procedure. The Contractor shall continue to provide the goods/services in accordance with the contract and without delay or disruption while a dispute or disagreement is being resolved, unless HGL requests in writing that the Contractor does not do so.

25. The Contractor shall comply in all material respects with applicable laws and regulations in regards to environmental considerations (including but not limited to packaging) in force from time to time.

26. The failure of either party to insist upon strict performance of any provision of the Order or the failure or delay of either party to exercise any right or remedy to which it is entitled under the Order does not constitute a waiver of such right or remedy and shall not cause a diminution of the obligations established by the Order.

27. If any provision of the Order is held invalid, illegal or unenforceable by any court of competent jurisdiction such provision shall be severed from the Order and the remaining provisions shall continue in full force and effect as if the Order had been executed without the invalid, illegal or unenforceable provision.

28. The Contractor warrants to HGL that none of the goods/services constitutes or involves any infringement of any existing intellectual property right and the Contractor hereby agrees to indemnify HGL against all charges, expenses, costs and damages arising from any claim that the use or sale of any goods/services so supplied constitutes or involves any such infringements.

(These terms and conditions are available in a larger print upon request