



# STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES

BECAUSE HOMES MATTER

Registered Office 29-35 West Ham Lane, Stratford, E15 4PH Homes & Communities Agency (L4517) Registered Society (30441R)  
L&Q is an exempt charity



## 1. Definitions and Interpretation

In these Conditions, the following shall have the meanings given to them below:

“Contract” means the contract between L&Q and the Supplier for the supply of the Goods and/or Services consisting of the Purchase Order, these Conditions and any other document (or parts thereof) specified in the Purchase Order;

“Goods” means the goods, plant, machinery or apparatus (or any part of them) as specified in the Purchase Order;

“L&Q” means London & Quadrant Housing Trust, its subsidiaries and connected parties;

“Purchase Order” means the order issued by L&Q for the supply of the Goods and/or Services including these Conditions and any other documents referred to in the Purchase Order;

“Services” means the services to be provided as specified in the Purchase Order and shall, where the context so admits, include any materials, articles and goods to be supplied thereunder;

“Supplier” means the person, firm or company supplying the Goods and/or Services.

In these Conditions, unless the context otherwise requires, the following rules shall apply:

- a person includes a firm or corporation,
- the masculine gender includes the feminine,
- the singular includes the plural,
- a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted,
- a reference to writing or written includes faxes and e-mails.

## 2. Status of these Conditions

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 dealing.

Where a Purchase Order relates to a pre-existing contract or other legal agreement between L&Q and the Supplier (“Pre-Contract”), then the terms and conditions of that Pre-Contract shall take precedence over these Conditions notwithstanding any failure to specifically reference such Pre-Contract in the Purchase Order.

For the avoidance of doubt, the signing for receipt of the Goods on the Supplier’s proforma will not signify acceptance by the Contractor of the Supplier’s terms and conditions.

L&Q shall not be liable in respect of any orders or instructions other than those issued or confirmed on its official Purchase Order issued electronically in accordance with these Conditions.

### **3. Acceptance of Supplier's Quotation/Tender**

The Supplier will be contractually bound upon the despatch of the Purchase Order by L&Q.

### **4. Standards of Goods and Services**

All Goods and/or Services supplied or performed under the Contract shall (without affecting any higher standard required under the Purchase Order):

- (i) conform as to quantity, quality, type, sort, description, price and rates as provided for in the Purchase Order;
- (ii) where applicable, be free from defects in design, material and workmanship;
- (iii) where applicable, Services shall be carried out, whether by the Supplier or duly appointed sub-contractor with all due skill, speed, care and diligence and in accordance with industry recommended standards and practices, and the highest standards prevailing in the Supplier's industry;
- (iv) be equal in all respects to the samples, patterns or specification (if applicable);
- (v) where the purpose for which the Goods and/or Services have been made known to the Supplier expressly or by implication, the Goods and/or Services shall be fit for all purposes for which Goods and/or Services of their kind are commonly supplied/performed;
- (vi) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

The Supplier shall ensure that all of its personnel and sub-contractors are suitably qualified to perform the Services and that all necessary licenses, work permits or other authorisations have been obtained.

If any materials which are required by the Supplier for the provision of the Services are not delivered fully in accordance with any stipulations in the Contract, the Supplier shall immediately affect correct delivery and shall be responsible for any additional costs and expenses incurred by the parties in so doing.

### **5. Packaging, Delivery and Unloading**

The prices referred to in the Purchase Order include supply, delivery, installation, packaging and unloading, for which the Supplier is responsible.

The Supplier shall ensure that:

- (i) all Goods are properly packed and secured in such a manner as to enable them to reach their destination in good condition;
- (ii) all Goods are delivered and all Services are performed by the Supplier on the date(s) specified in the Purchase Order, or if no such date(s) be specified, within 28 days of the date of the Purchase Order;
- (iii) unless otherwise specified, the Goods are delivered during L&Q's normal business hours and in the manner specified in the Purchase Order and at the Supplier's risk and expense.

A delivery note must accompany the Goods, quoting the date of the Order, the relevant L&Q Purchase Order number, the type and quantity of the Goods (including the code number of the Goods, where applicable) and, if the Goods are being delivered in instalments, the outstanding balance of Goods remaining to be delivered;

The Supplier shall not deliver the Goods in instalments without L&Q's prior written consent. Where it is agreed that the Goods are to be delivered in instalments, they may (at L&Q's option) 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 the Customer to the remedies set out in Clause 9 (without prejudice to L&Q's other rights and remedies).

Delivery notes are to be provided to L&Q at the time of delivery. If the Supplier requires L&Q to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.

If Goods and/or Services are incorrectly delivered the Supplier shall be responsible for additional expenses incurred in delivering them to the correct point specified in the Contract or subsequently advised in writing by L&Q.

The quantity of Goods or Services specified in the Contract may not be changed without L&Q's prior written consent. Quantities of Goods or Services delivered in excess of those stated in the Contract may not be accepted.

## **6. Warranty and Support**

The Supplier shall provide a warranty for the longer of twelve (12) months, or the length of the Supplier's, or the manufacturer's standard warranty period, which shall commence on the date the Goods and/or Services are accepted by L&Q.

Any conditions for this warranty must be clearly identified to L&Q prior to the issue of the Purchase Order.

Where L&Q is reliant on the Supplier for any supply of maintenance, training, spare parts, consumable or other goods, rights or services to benefit from the Goods and/or Services ("Follow-on Deliverables") then the Supplier will provide those Follow-on Deliverables or procure them to be provided, for at least 36 months following delivery/performance, at fair and reasonable prices which take no advantage of L&Q's dependence on the Supplier for their supply/provision.

## **7. Title and Risk**

Title to the Goods shall pass to L&Q on completion of delivery at the place specified in the Contract but all risk in the Goods remains with the Supplier until such time as L&Q accepts the Goods.

Neither payment by, nor passing of title or risk in the Goods or the Services to, L&Q shall be deemed to constitute acceptance of the Goods or Services.

## **8. Intellectual Property Rights**

The Supplier shall indemnify L&Q from and against all costs, claims, proceedings or demands in respect of any infringement of letters patent, registered design, trade mark or copyright (“Intellectual Property Rights”) arising out of the sale or use of any Goods and/or Services supplied under the Contract, provided always that the Seller shall not be required to indemnify L&Q against such infringements where the Goods and/or Services are supplied/performed to the particular design or specification of L&Q.

## **9. Remedies**

If the Supplier fails to deliver the Goods and/or perform the Services in conformance with the Contract including but not limited to any date(s) relating to delivery and/or performance L&Q shall, without limiting any of its other rights or remedies, have the right to any one or more of the following rights, at its discretion:

- (i) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (ii) to refuse to accept any subsequent delivery of the Goods and/or performance of the Services which the Supplier attempts to make;
- (iii) to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier’s own risk and expense; #
- (iv) to recover from the Supplier any costs incurred by L&Q in obtaining substitute Goods and/or Services from a third party which exceeds the price stated in the Purchase Order, provided that before exercising such right to purchase elsewhere L&Q shall give the Supplier a reasonable opportunity to replace rejected Goods and/or Services with goods and/or services which conform with the Contract;
- (v) where L&Q has paid in advance for Goods which have not been delivered by the Supplier and/or Services which have not been performed by the Supplier, to have such sums refunded by the Supplier;
- (vi) to claim damages for any other costs, loss or expenses incurred by L&Q which are in any way attributable to the Supplier’s failure to meet such dates.

The provisions of this Clause 9 shall extend to any repaired, replacement or reperfomed Goods and/or Services supplied and/or performed by the Supplier.

L&Q shall have the right to exercise during the performance of the Services by the Supplier to suspend any payment obligation in respect of the Services if the performance does not conform in quality with any stipulations in the Contract or if the performance is delayed.

L&Q’s rights and remedies in accordance with this Clause are in addition to its rights and remedies implied by statute and common law and shall exist whether or not it has accepted and/or paid for the Goods and/or Services.

## 10. L&Q's Obligations

L&Q shall provide:

- (i) provide the Supplier with reasonable access at reasonable times to L&Q's premises for the purpose of providing the Services;
- (ii) provide such information as the Supplier may reasonably request and L&Q considers reasonably necessary for the provision of the Services.

## 11. Variations

No alteration, addition to, substitution of or other variation to these Conditions or any other part of the Contract will bind L&Q unless formally accepted in writing by a duly authorised officer of L&Q.

## 12. Price

The price(s) and/or charge(s) for the Goods and/or Services will be as stated in the Purchase Order and, unless otherwise stated, will be:

- (i) exclusive of any applicable VAT (which will be payable by L&Q subject to receipt of a valid VAT invoice);
- (ii) inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery, commissioning or performance of the Goods and/or Services to or at the delivery address and of any duties or levies other than VAT;
- (iii) payable in pounds sterling; and (iv) fixed for the duration of the Purchase Order.

No extra charges shall be effective unless agreed in writing by a duly authorised officer of L&Q.

L&Q will be entitled to any discount for prompt payment, bulk purchase or the like normally granted by the Supplier in comparable circumstances.

## 13. Payment

Invoices are to be submitted in the form and to the place directed by L&Q and as stipulated in the Purchase Order on or after acceptance of the Goods and/or completion of the Services and clearly referenced with the relevant Purchase Order number without which an invoice will not be recognised and due for payment. L&Q will accept no liability whatsoever for invoices, delivery notes or other communications which do not bear such Purchase Order number.

No sum shall be invoiced more than six months after delivery or performance.

Unless otherwise stated in the Purchase Order, payment of correct and proper invoices shall take place within 30 days of receipt of the invoice after satisfactory delivery and/or performance of the Goods/Services and acceptance thereof by L&Q unless, before

payment is due, L&Q has rejected all or any part of the Goods and/or Services pursuant to the provisions of these Conditions or otherwise.

Payment shall be made via BACS to the bank account nominated in writing by the Supplier.

L&Q is entitled, without limiting any of its other rights or remedies, to set off against any invoice any amount owed by the Supplier to L&Q under any Purchase Order or other contractual agreement between the parties.

If a party fails to make any payment by a due date for payment, then the other party shall have the right to charge interest on the overdue amount at the rate of two (2) per cent per annum above the LIBOR rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement. This clause shall not apply to payments the defaulting party disputes in good faith.

#### **14. Indemnity and Insurance**

The Supplier will indemnify L&Q from and against any action, costs, claims, demands, damage or expense whatsoever suffered or incurred by L&Q:

- (i) in respect of any injury or damage to persons or property due to or arising out of the performance of the Contract;
- (ii) as a result of any defect in or failure or workmanship in the Goods supplied;
- (iii) from any failure to supply the Goods and/or perform the Services in accordance with the Contract;
- (iv) for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the manufacture, supply or use of the Goods, or receipt, use or performance of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- (v) any other breach of the Contract or any terms or obligations on the Supplier's part implied by the Sale of Goods Act 1979, Supply of Goods and Services Act 1982 or any other relevant statutory provision as may be in force from time to time, 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.

The Supplier shall at all times throughout the duration of this Contract and for a period of five years after ensure that it has sufficient professional indemnity insurance, product liability insurance and public liability insurance in place to cover the liabilities that may arise under or in connection with the Contract and shall produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance to L&Q upon request.

This Clause 14 shall survive termination of the Contract.

## **15. Assignment and sub-contracting**

L&Q may at any time assign, transfer, mortgage, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

The Supplier shall not sub-contract or assign or transfer the Contract or benefit thereof to any third party except with the prior consent in writing of a duly authorised officer of L&Q.

## **16. Contract (Rights of Third Parties) Act 1999**

A person who is not a party to the Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

## **17. Confidentiality**

All information obtained by the Supplier in the course of conduct of the Contract, including the existence of this Contract shall be held confidential and shall not be disclosed by the Supplier to any third party save to the extent reasonably necessary to supply the Goods and/or Services and then only on the basis that the recipient of such information shall be bound by similar terms of confidentiality to those undertaken by the Supplier.

This Clause 17 shall survive termination of the Contract.

## **18. Termination**

Without limiting its other rights or remedies, L&Q may terminate the Contract:

(a) with immediate effect by giving written notice in writing to the Supplier if:

- (i) there is a change of control of the Supplier;
- (ii) the Supplier's financial position deteriorates to such an extent that in L&Q's opinion the Supplier's capability to adequately fulfil its obligations under the contract has been placed in jeopardy;
- (iii) the Supplier commits a breach of Clause 4

(b) for convenience by giving the Supplier seven (7) days written notice.

The Contract may be terminated at any time by L&Q for any reason whatsoever, by giving the Supplier notice in writing.

Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:



(a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within seven (7) days of being given written notice from the other party so to do;

(b) the other party becomes bankrupt, dissolved, wound up, or makes any arrangement with its creditors or has a receiver, administrative receiver, liquidator or provisional liquidator appointed over all or any part of its assets or goes into liquidation (whether voluntary or otherwise) save as part of a bona fide reconstruction not involving insolvency or takes or suffers any similar action as a result of its liability to pay its debts or its insolvency;

(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

## 19. Consequences of Termination

Within 7 days after termination of the Agreement for any reason, the Supplier shall:

(a) at L&Q's option, deliver to L&Q (or as L&Q shall direct) all quantities of the Goods and/or Services in its possession which comply with the Contract;

(b) at the Supplier's cost, return to L&Q all documents provided to Supplier by L&Q.

If the Supplier fails to comply with these provisions, then L&Q may enter the Supplier's premises and take possession of the affected items. Until these 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.

Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

Where the Contract relates to Services, a fair and reasonable price will be paid for all Services in progress that have been delivered to L&Q and which comply with the Contract. L&Q's liability is limited to Services in progress, and no further loss or liability will accrue on their account.

Any provision of the Contract that expressly or by implication is intended to come into or continue in force after termination shall remain in full force and effect.

## 20. Force Majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure result from an event or circumstance which is beyond the reasonable control of that party ("Force Majeure Event").

The Supplier shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.

If a Force Majeure Event prevents the Supplier's from supplying the Goods and/or Services for more than one (1) week, L&Q may terminate the Contract immediately by giving written notice to the Supplier.

## **21. Health and Safety**

The Supplier and any sub-contractor(s) shall comply with all current health and safety legislation and all relevant codes of practices or other authoritative guidance.

## **22. Equality and Diversity**

The Supplier and any sub-contractor(s) shall comply with all current relevant legislation, regulations and the like relating to equality of opportunity and the prevention of discrimination based on any of the protected characteristics allowed for under the Equality Act 2010 or any successor thereto.

## **23. Governing Law and Jurisdiction**

These Conditions and the rights and obligations of the parties to the Purchase Order shall be governed, interpreted and construed solely in accordance with English Law and shall be subject to the jurisdiction of the Courts of England and Wales.

## **24. Severability**

If any provision of the 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 of this Contract shall remain in full force and effect.

## **25. Waiver**

No delay or omission by L&Q in exercising any of its rights or remedies under the Contract or under any applicable or appropriate law on any occasion shall be deemed a waiver of such rights or remedies, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

## **26. Notices**

All formal notices required by or relating to the Contract shall be in writing and shall be sent to the parties at their registered address (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in. All notices shall be deemed duly given on the day following the date at posting or sent by fax or email, immediately when the notice is transmitted.