



Yorkshire Housing

Purchase Order

Supplier: Blinds Expert 28 John Hibbard Crescent S13 9UW	Order Number: PO1537/SAFC Date: 19/03/2024 Telephone : 0345 366 4405
Deliver to: YH Residential Limited The Place 2 Central Place LEEDS LS10 1FB	Invoice to: YH Residential Limited The Place 2 Central Place LEEDS LS10 1FB Email Invoices to : invoice@yorkshirehousing.co.uk Invoices will be paid by BACS

Description	Quantity	Unit Price	Extended Price
Ellerwood P31 Blinds	1.00	2206.58	2206.58
-- SPECIAL INSTRUCTIONS -- no			

This order is subject to our standard terms and conditions of purchase a copy of which is already in your possession

Authorised Signatory

Goods Total	2206.58
Tax Total	441.32
Order Total	2647.90
This is produced in GBP	

Yorkshire Housing Terms and Conditions for the Supply of Goods and Services



Interpretation

1.1. Definitions

The following definitions and rules of interpretation apply in this agreement.

"Business Day"	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
"Charges"	the charges payable by Yorkshire Housing for the supply of the Services in accordance with clause 8 (Charges and payment).
"Commencement Date"	has the meaning given in clause 2.2.
"Conditions"	these terms and conditions as amended from time to time in accordance with clause 15.5.
"Contract"	the contract between Yorkshire Housing and the Supplier for the supply of Goods and/or Services in accordance with these Conditions.
"Control"	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.
"Data Controller"	has the meaning given in the GDPR.
"Data Incident"	means (i) the unlawful or unauthorised Processing of Personal Data; or (ii) the disclosure of or access to Personal Data in breach of this Agreement; or (iii) the temporary or permanent loss or theft of any Personal Data; or (iv) any other security incident affecting the Personal Data (including a personal data breach as defined in the GDPR).
"Data Processor"	has the meaning given in the GDPR.
"Data Protection Laws"	means collectively: (a) the GDPR and all national implementing laws or regulations in force from time to time giving effect to the GDPR; (b) the Privacy and Electronic Communications (EC Directive) Regulations 2003, European Directive 2002/58/EC, the Computer Misuse Act 1990, the Regulation of Investigatory Powers Act 2000, the Data Retention and Investigatory Powers Act 2014 and the Data Protection Act 2018; and (c) any other similar or equivalent laws, regulations or rules in force from time to time relating to data protection, privacy, Processing, storing, and use of the Personal Data, together with all mandatory guidance and codes of practice issued by a regulator with jurisdiction over the data Processing arrangements contemplated in this Contract.
"Data Subject"	has the meaning given in the GDPR.
"Data Transfer Agreement"	means a data transfer agreement approved by YH based on the Standard Contractual Clauses annexed to Commission Decision (2010/87/EU) of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council or such other agreement approved by YH as may replace that agreement from time to time.
"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 drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
"GDPR"	means the European General Data Protection Regulation, namely Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as amended from time to time.
"Goods"	the goods (or any part of them) set out in the Order.
"Goods Specification"	any specification for the Goods, including any related plans and drawings, that is agreed in writing by Yorkshire Housing and the Supplier.
"Intellectual Property Rights"	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
"Mandatory Policies"	Yorkshire Housing's business policies and codes listed in the Order.
"Order"	Yorkshire Housing's order for the supply of Goods and/or Services, as set out in Yorkshire Housing's purchase order form, in Yorkshire Housing's written acceptance of the Supplier's quotation, or overleaf, as the case may be.
"Personal Data"	means any personal data or information relating to a Data Subject (i) that is protected by and within the scope of the Data Protection Laws, (ii) in respect of which YH or any member of the YH Group is a Data Controller; and (iii) that will be Processed by the Supplier under or in connection with this Contract and the provision of the Services; where "personal data" has the meaning given in the GDPR (and, for the avoidance of doubt, includes all data relating to Tenants and special categories of data (as defined in the GDPR)).

"Process"	or	has the same meaning as set out in the GDPR.
"Processing"		
"Safe Countries"		means the countries that comprise the European Economic Area and countries recognised by the European Commission as providing an adequate level of protection for Personal Data and, in the event that the United Kingdom or any part of it falls outside the European Economic Area, those countries and the United Kingdom or that part of it.
"Services"		the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.
"Service Specification"		the description or specification for Services agreed in writing by Yorkshire Housing and the Supplier.
"Supplier"		the person or firm from whom Yorkshire Housing purchases the Goods and/or Services.
"Tenants"		the tenants of properties owned or operated by Yorkshire Housing.
"Yorkshire Housing Data"		means all data, information, text, drawings, statistics, analysis and other materials embodied in any form relating to Yorkshire Housing including Personal Data and which may be supplied by the Supplier, Yorkshire Housing and/or which the Supplier (and/or any sub-contractors) generates, collects, processes, stores or transmits in connection with these Conditions.
"Yorkshire Housing Materials"		has the meaning set out in clause 5.3.11.
"Yorkshire Housing"		Yorkshire Housing Limited registered in England and Wales as an Industrial and Provident Society with company number 30443R.

2. **Basis of contract**

- 2.1. The Order constitutes an offer by Yorkshire Housing to purchase Goods and/or Services from the Supplier 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.
- 2.4. All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

3. **Supply of Goods**

- 3.1. The Supplier shall ensure that the Goods shall:
 - 3.1.1. correspond with their description and any applicable Goods Specification;
 - 3.1.2. 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 Yorkshire Housing, expressly or by implication, and in this respect Yorkshire Housing relies on the Supplier's skill and judgement;
 - 3.1.3. where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery;
 - 3.1.4. comply with the Mandatory Policies; and
 - 3.1.5. comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.2. 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.
- 3.3. Yorkshire 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.
- 3.4. If following such inspection or testing Yorkshire Housing considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 3.1, Yorkshire Housing shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.5. Yorkshire Housing may conduct further inspections and tests after the Supplier has carried out its remedial actions.

4. **Delivery of Goods**

- 4.1. The Supplier shall ensure that:
 - 4.1.1. the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - 4.1.2. each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the 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
 - 4.1.3. it states clearly on the delivery note any requirement for Yorkshire 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.
- 4.2. The Supplier shall deliver the Goods:
 - 4.2.1. on the date specified in the Order or, if no such date is specified, then within 7 days of the date of the Order;
 - 4.2.2. to the location as is set out in the Order or as instructed by Yorkshire Housing before delivery ("**Delivery Location**"); and
 - 4.2.3. during Yorkshire Housing's normal hours of business on a Business Day, or as instructed by Yorkshire Housing.
- 4.3. Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4. If the Supplier:
 - 4.4.1. delivers less than 95% of the quantity of Goods ordered, Yorkshire Housing may reject the Goods; or
 - 4.4.2. delivers more than 105% of the quantity of Goods ordered, Yorkshire Housing may at its sole discretion reject the Goods or the excess Goods,

and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and Yorkshire Housing accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

- 4.5. The Supplier shall not deliver the Goods in instalments without Yorkshire 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 Yorkshire Housing to the remedies set out in clause 6.1.
- 4.6. Title and risk in the Goods shall pass to Yorkshire Housing on completion of delivery.

5. **Supply of Services**

- 5.1. The Supplier shall from the date set out in the Order and for the duration of the Contract supply the Services to Yorkshire Housing in accordance with the terms of the Contract.
- 5.2. The Supplier shall meet any performance dates for the Services specified in the Order or that Yorkshire Housing notifies to the Supplier and time is of the essence in relation to any of those performance dates.
- 5.3. In providing the Services, the Supplier shall:
- 5.3.1. co-operate with Yorkshire Housing in all matters relating to the Services, and comply with all instructions of Yorkshire Housing;
 - 5.3.2. where applicable, co-operate with any Tenants in relation to any Services carried out at properties which they occupy;
 - 5.3.3. perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - 5.3.4. 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;
 - 5.3.5. ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that Yorkshire Housing expressly or impliedly makes known to the Supplier;
 - 5.3.6. provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - 5.3.7. 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 Yorkshire Housing, will be free from defects in workmanship, installation and design;
 - 5.3.8. obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
 - 5.3.9. comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services, and with the Mandatory Policies;
 - 5.3.10. observe all health and safety rules and regulations and any other security requirements that apply at any of Yorkshire Housing's premises;
 - 5.3.11. hold all materials, equipment and tools, drawings, specifications and data supplied by Yorkshire Housing to the Supplier (Yorkshire Housing Materials) in safe custody at its own risk, maintain the Yorkshire Housing Materials in good condition until returned to the Yorkshire Housing, and not dispose or use Yorkshire Housing's Materials other than in accordance with the Yorkshire Housing's written instructions or authorisation;
 - 5.3.12. not do or omit to do anything which may cause Yorkshire 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 Yorkshire Housing may rely or act on the Services;
 - 5.3.13. comply with any additional obligations as set out in the Service Specification.

6. **Yorkshire Housing remedies**

- 6.1. If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, Yorkshire Housing shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:
- 6.1.1. to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 6.1.2. to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
 - 6.1.3. to recover from the Supplier any costs incurred by Yorkshire Housing in obtaining substitute goods and/or services from a third party;
 - 6.1.4. to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and
 - 6.1.5. to claim damages for any additional costs, loss or expenses incurred by Yorkshire Housing which are in any way attributable to the Supplier's failure to meet such dates.
- 6.2. If the Goods are not delivered by the applicable date, Yorkshire Housing may, at its option, claim or deduct 5% of the price of the Goods for each week's delay in delivery by way of liquidated damages, up to a maximum of 80% of the total price of the Goods. If Yorkshire Housing exercises its rights under this clause 6.2 it shall not be entitled to any of the remedies set out in clause 6.1 in respect of the Goods' late delivery.
- 6.3. If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting or affecting other rights or remedies available to it, Yorkshire Housing shall have one or more of the following rights, whether or not it has accepted the Goods:
- 6.3.1. to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 6.3.2. to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
 - 6.3.3. 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);
 - 6.3.4. to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - 6.3.5. to recover from the Supplier any expenditure incurred by Yorkshire Housing in obtaining substitute goods from a third party; and
 - 6.3.6. to claim damages for any additional costs, loss or expenses incurred by Yorkshire Housing arising from the Supplier's failure to supply Goods in accordance with clause 3.1.
- 6.4. These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 6.5. Yorkshire Housing's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

7. **Yorkshire Housing's obligations**

Yorkshire Housing shall:

- 7.1.1. provide the Supplier with reasonable access at reasonable times to Yorkshire Housing's premises for the purpose of providing the Services;
- 7.1.2. provide such necessary information for the provision of the Services as the Supplier may reasonably request; and
- 7.1.3. use reasonable endeavours to ensure the co-operation of any Tenants necessary for the Supplier to provide the Services.

8. **Charges and payment**

- 8.1. The price for the Goods:
 - 8.1.1. shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date; and
 - 8.1.2. shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by Yorkshire Housing.
- 8.2. 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 Yorkshire Housing, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 8.3. In respect of the Goods, the Supplier shall invoice Yorkshire Housing on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice Yorkshire Housing on completion of the Services. Each invoice shall include such supporting information required by Yorkshire Housing to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.
- 8.4. In consideration of the supply of Goods and/or Services by the Supplier, Yorkshire Housing shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- 8.5. In consideration of the supply of Goods and/or Services by the Supplier, Yorkshire Housing shall pay the invoiced amounts every month on the second Friday of each month.
- 8.6. All amounts payable by Yorkshire Housing under the contract will be made by BACs to a UK Bank Account only in GBP sterling.
- 8.7. The Supplier shall submit invoices by email in PDF format only, invoices received in any other format will not be accepted.
- 8.8. All invoices issued by the Supplier must state the Supplier registered company address, company number, a valid purchase order number, date, description of goods and services with unit costs, total with and without vat.
- 8.9. All amounts payable by Yorkshire Housing under the Contract 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 under the Contract by the Supplier to Yorkshire Housing, Yorkshire 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.
- 8.10. If Yorkshire Housing fails to make a payment due to the Supplier under the Contract by the due date, then Yorkshire 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 clause 8.10 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 8.11. 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 Yorkshire Housing to inspect such records at all reasonable times on request.
- 8.12. Yorkshire Housing may at any time, without notice to the Supplier, set off any liability of the Supplier to Yorkshire Housing against any liability of Yorkshire Housing to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by Yorkshire Housing of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

9. **Intellectual property rights**

- 9.1. All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Yorkshire Housing Materials) shall be owned by the Supplier.
- 9.2. The Supplier grants to Yorkshire Housing, or shall procure the direct grant to Yorkshire Housing of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy and modify the Deliverables (excluding Yorkshire Housing Materials) for the purpose of receiving and using the Services and the Deliverables.
- 9.3. Yorkshire Housing grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by Yorkshire Housing to the Supplier for the term of the Contract for the purpose of providing the Services to Yorkshire Housing.
- 9.4. All Yorkshire Housing Materials are the exclusive property of Yorkshire Housing.

10. **Data Protection**

- 10.1. Both parties will comply with all applicable requirements of the Data Protection Laws, including the Supplier's obligations under Article 32 of the GDPR. This clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Laws.
- 10.2. The parties acknowledge that for the purposes of the Data Protection Laws, Yorkshire Housing is the Controller and the Supplier is the Processor.
- 10.3. Without prejudice to the generality of clause 10.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:
 - 10.3.1. process that Personal Data only on the documented written instructions of Yorkshire Housing unless the Supplier is required by applicable laws to otherwise process that Personal Data. Where the Supplier is relying on applicable laws as the basis for processing Personal Data, the Supplier shall promptly notify Yorkshire Housing of this before performing the processing required by the applicable laws unless those applicable laws prohibit the Supplier from so notifying Yorkshire Housing;
 - 10.3.2. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by Yorkshire Housing, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - 10.3.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

- 10.3.4. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of Yorkshire Housing has been obtained and the following conditions are fulfilled:
- (a) Yorkshire Housing or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (b) the data subject has enforceable rights and effective legal remedies;
 - (c) the Supplier complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - (d) the Supplier complies with reasonable instructions notified to it in advance by Yorkshire Housing with respect to the processing of the Personal Data;
- 10.3.5. assist Yorkshire Housing, at Yorkshire Housing's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 10.3.6. notify Yorkshire Housing without undue delay on becoming aware of a Personal Data Breach;
- 10.3.7. at the written direction of Yorkshire Housing, delete or return Personal Data and copies thereof to Yorkshire Housing on termination of the agreement unless required by applicable law to store the Personal Data; and
- 10.3.8. maintain complete and accurate records and information to demonstrate its compliance with this clause 10 and allow for audits by Yorkshire Housing or Yorkshire Housing's designated auditor and immediately inform Yorkshire Housing if, in the opinion of the Supplier, an instruction infringes the Data Protection Laws.
- 10.4. The Supplier may only appoint third party processors of Personal Data with Yorkshire Housing's prior written consent. Where Yorkshire Housing consents to the use of third party processors, the Supplier confirms it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 10 and in either case which the Supplier confirms reflect and will continue to reflect the requirements of the Data Protection Laws. As between Yorkshire Housing and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 10.
- 10.5. Either party may, at any time on not less than 30 days' notice, revise this clause 10 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

11. **Indemnity**

- 11.1. The Supplier shall indemnify Yorkshire Housing 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 reasonable professional costs and expenses) suffered or incurred by Yorkshire Housing arising out of or in connection with:
- 11.1.1. any claim made against Yorkshire Housing 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 supply of the Services (excluding Yorkshire Housing Materials);
 - 11.1.2. any claim made against Yorkshire Housing by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables; and
 - 11.1.3. any claim made against Yorkshire Housing by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services.
- 11.2. This clause 11 shall survive termination of the Contract.

12. **Insurance**

- 12.1. Unless alternative levels of insurance are set out in the Order, during the term of the Contract and for a period of six years thereafter, the Supplier shall maintain in force, with a reputable insurance company, the following insurances and levels of cover:
- 12.1.1. Public liability insurance – £5,000,000 (five million pounds); and
 - 12.1.2. employer's liability insurance – £5,000,000 (five million pounds).
 - 12.1.3. Professional Indemnity Insurance – £1,000,000 (one million pounds).
- 12.2. The Supplier shall, on Yorkshire 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.

13. **Termination**

- 13.1. Without affecting any other right or remedy available to it, Yorkshire Housing may terminate the Contract:
- 13.1.1. with immediate effect by giving written notice to the Supplier if:
 - (a) there is a change of control of the Supplier; or
 - (b) the Supplier's financial position deteriorates to such an extent that in Yorkshire Housing's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - (c) the Supplier commits a breach of clause 5.3.9,
 - 13.1.2. for convenience by giving the Supplier 30 days' written notice.
 - 13.1.3. Without limiting or 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:
 - 13.1.4. 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 a period of 14 days after being notified in writing to do so;
 - 13.1.5. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
 - 13.1.6. 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.

14. **Consequences of termination**

- 14.1. On termination of the Contract, the Supplier shall immediately deliver to Yorkshire Housing all Deliverables whether or not then complete, and return all Yorkshire Housing Materials. If the Supplier fails to do so, then Yorkshire 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.
- 14.2. Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 14.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

15. **General**

- 15.1. **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 delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for three weeks, the party not affected may terminate this agreement by giving 14 days' written notice to the affected party.

15.2. **Assignment and other dealings.**

- 15.2.1. Yorkshire Housing may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.
- 15.2.2. The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Yorkshire Housing.

15.3. **Confidentiality.**

- 15.3.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 13.3.2.
- 15.3.2. Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 13.3; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.3.3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

- 15.4. **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 15.5. **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.

- 15.6. **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

- 15.7. **Severance.** 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 clause shall not affect the validity and enforceability of the rest of the Contract.

15.8. **Notices.**

- 15.8.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by fax to its main fax number or sent by email to the address specified in the Order.
- 15.8.2. A notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 15.8.2, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 15.8.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

- 15.9. **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

15.10. **Third party rights.**

- 15.10.1. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 15.10.2. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

- 15.11. **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

- 15.12. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.