

Terms and conditions for the supply of goods and services

- 1.1 These terms and conditions will apply unless Clarion Housing specifies different terms and conditions. If different terms and conditions are specified by the Clarion Housing those terms will override these terms and conditions and will apply.
- 1.2 In these terms and conditions the following expressions shall have the following meanings unless inconsistent with the context:
- Clarion Housing** means Clarion Housing Group Limited an Exempt Charity and registered society under the Cooperative and Community Benefit Societies Act 2014 with society number 28038R, whose registered address is at Level 6, 6 More London Tooley Street, London, SE1 2DA and trading as Clarion Housing and/or any of its subsidiary companies, registered providers and associates/assignees
- Contract Price:** means the price exclusive of VAT that is payable to the Supplier by Clarion Housing under the Purchase Order for the full and proper performance by the Supplier of its obligations under Purchase Order.
- Data Protection Legislation:** (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.
- Goods:** the goods (or any part of them) set out in the Purchase Order.
- Modern Slavery Statement** means the Registered Provider's anti-slavery and human trafficking statement as updated from time to time.
- Purchase Order:** the order issued by Clarion Housing for the supply of Goods and/or Services incorporating these terms and conditions.
- Services:** 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:** the person or firm from whom Clarion Housing purchases the Goods and/or Services.
- VAT:** means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or added tax.
- 2. Basis of contract**
- 2.1 These terms and conditions apply to every order placed by Clarion Housing with the Supplier. No terms or conditions in or attached to any catalogue, invoice or other sales literature or document or tender or dispatch / delivery advice note 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 Clarion Housing 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 the Clarion Housing's, and acceptance of any goods and / or services shall not constitute or be deemed to constitute acceptance by Clarion Housing of the Supplier's terms or conditions.
- 2.2 All of these terms and conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
- 2.3 The contract shall commence and the Supplier will be contractually bound upon the despatch of a purchase order by Clarion Housing.
- 3. Supply of Goods and/or Services**
- 3.1 All Goods supplied 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) be of sound materials and workmanship;
- (iii) be equal in all respects to the samples, patterns or specification (if applicable);
- (iv) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979), conform to any appropriate British Standard specification or equivalent European Specification and fit for any purpose held out by the Supplier or made known to the Supplier by Clarion Housing, expressly or by implication, and in this respect Clarion Housing relies on the Supplier's skill and judgment;
- (v) where applicable, be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and
- (vi) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.1.2 Clarion Housing shall have the right to inspect and test the Goods at any time before delivery.
- 3.1.3 If following such inspection or testing Clarion Housing considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings Clarion Housing shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.1.4 Notwithstanding clause 3.1.3, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations and Clarion Housing shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 3.1.5 All risk in the Goods remains with the Supplier until the delivery of the Goods is complete including –off loading and stacking)..
- 3.2 The Supplier shall provide the Services and meet any performance dates for the Services specified in the Purchase Order or otherwise notified to the Supplier by Clarion Housing.
- 3.2.1 In providing the Services, the Supplier shall:
- (i) co-operate with Clarion Housing in all matters relating to the Services, and comply with all instructions of Clarion Housing;
- (ii) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (iii) use personnel who are suitably skilled and experienced to perform tasks assigned to them;
- (iv) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (v) use the best quality goods, materials, standards and techniques, and ensure that the all documents, products and materials developed by the Supplier in relation to the Services ("the Deliverables") and all goods and materials supplied and used in the Services or transferred to Clarion Housing, will be free from defects in workmanship, installation and design;
- (vi) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- (vii) observe all health and safety rules and regulations and any other security requirements that apply at any of Clarion Housing's premises;
- (viii) hold all materials, equipment and tools, drawings, specifications and data supplied by Clarion Housing to the Supplier (Clarion Housing's Materials) in safe custody at its own risk, maintain the Clarion Housing's Materials in good condition until returned to Clarion Housing, and not dispose or use the Clarion Housing's Materials other than in accordance with Clarion Housing's written instructions or authorisation;
- (ix) not do or omit to do anything which may cause the Clarion Housing to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business.
- 4. Delivery of Goods**
- 4.1 All Goods must be properly packed and secured and delivered by the Supplier or dispatched for delivery to the place(s) and at the time and in the manner specified in the Purchase Order and at the Supplier's risk and expense.
- 4.2 A delivery note must accompany the Goods and be provided to Clarion Housing, quoting the Purchase Order number.
- 4.3 Risk in the Goods shall pass to Clarion Housing when the Goods are delivered as specified the Purchase Order.
- 4.4 Ownership of the Goods shall pass to Clarion Housing on the earlier of:
- 4.4.1 full payment for such Goods; or
- 4.4.2 where the goods are consumables or are non-recoverable (e.g. used in clinical procedures), at the point such Goods are taken into use. For the avoidance of

Terms and conditions for the supply of goods and services

doubt, where ownership passes in accordance with this Clause 4.4.2, then the full Contract Price for such Goods shall be recoverable by the Supplier from Clarion Housing as a debt if there is non-payment of a valid undisputed invoice issued by the Supplier to Clarion Housing in relation to such Goods.

5. Clarion Housing's remedies.

5.1 If the Supplier fails to deliver the Goods or has delivered Goods that do not comply with the Supplier's undertakings or fails to perform the Services in accordance with clauses 3 and 4, Clarion Housing shall, without limiting its other rights or remedies, have one or more of the following rights:

- (i) to terminate the contract with immediate effect by giving written notice to the Supplier;
- (ii) 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;
- (iii) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods;
- (iv) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- (v) to recover from the Supplier any costs incurred by Clarion Housing in obtaining substitute goods and/or services from a third party;
- (vi) where Clarion Housing has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier; and
- (vii) to claim damages for any additional costs, loss or expenses incurred by Clarion Housing which are in any way attributable to the Supplier's failure to supply the Goods or perform the Services

5.2 These terms shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

6. Payment

6.1 Invoices are to be submitted in the form and to the place as set out in the Purchase Order and must (i) contain a relevant purchase order number; (ii) be expressed in pounds sterling; (iii) include VAT as is chargeable on the supply of the Goods and/or Services at the prevailing rate; and (iv) show the VAT payable separately as a separate amount,

6.1.1 Invoices which do not contain the information in clause 6.1 will be rejected.

6.1.2 Unless otherwise stated in the Purchase Order, payment of the correct and proper invoices shall take place with 30 days of the date that Clarion Housing registers the invoice.

6.1.3 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 Clarion Housing to inspect

such records at all reasonable times on request.

6.1.4 Clarion Housing may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to Clarion Housing against any liability of Clarion Housing to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the contract.

7. Indemnity and insurance

7.1 The Supplier shall hold and keep Clarion Housing 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 supply of the Goods and/or performance of the Services or any breach of these terms and conditions 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.

7.2 The Supplier shall at all times ensure that it has sufficient insurances in place and shall provide written evidence to Clarion Housing upon request.

8. Confidentiality and Data Protection

8.1 Each party shall keep in strict confidence all technical or commercial know how, specifications, processes or initiatives including the Deliverables which are of a confidential nature and have been disclosed by the other party and shall disclose such confidential information with the prior written consent of the other party or if required to do so by law.

8.2 Each party shall ensure that personal data is safeguarded at all times and it complies with the requirements of the Data Protection Legislation in force from time to time relating to the use of personal data.

8.3 The Supplier shall, and shall procure that its staff shall, comply with any notification requirements under the Data Protection Legislation.

8.4 When handling Clarion Housing data, the Supplier shall ensure the security of the data is maintained in accordance with the security requirements of Clarion as notified from time to time.

9. Termination

9.1 Without limiting its other rights or remedies, Clarion Housing may terminate the contract in respect of the supply of Services by giving Supplier twenty one (21) days written notice.

9.2 If at any time after the commencement of the contract the Supplier shall commit an act of bankruptcy or in the case of a limited company call a meeting of its creditors then Clarion Housing 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 Clarion Housing may (if the breach is capable of remedy) give the Supplier notice of the breach and the Supplier shall remedy the breach within 7 days from receipt of notice of the breach. If the Supplier fails to remedy the breach or if the breach is not capable of remedy Clarion Housing may terminate the contract with immediate effect.

9.3 , On termination, the Supplier shall immediately deliver to Clarion Housing all Deliverables whether or not then complete and return all Clarion Housing Materials to Clarion Housing.

9.4 Clauses which expressly or by implication survive termination shall continue in full force and effect.

10. Assignment and other dealings.

10.1 Clarion Housing may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the purchase order.

10.2 The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the purchase order without the prior written consent of Clarion Housing.

11. Modern Slavery

11.1 The Supplier undertakes, warrants and represents that it shall comply with the Modern Slavery Act 2015 and Modern Slavery Statement.

12. Notices.

12.1 Any notice or other communication given to a party under or in connection with the Purchase Order shall be in writing, and shall be sent to the respective party personally or by prepaid first class post or recorded delivery to the address specified in the Purchase Order and where no such address is given at their registered office (if a company) or (in any other case) its principal place of business.

12.2 All notices shall be deemed to have been duly received however delivered at 10.00 am on the second day after posting or delivery.

13. Severance

13.1 If any provision of these terms and conditions are held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of these terms shall continue in full force and effect.

14. Waiver

14.1 No delay or omission by Clarion Housing in exercising any of its rights or remedies under these terms and conditions or under any other applicable and appropriate law on any occasion shall be deemed a waiver of such rights or remedies.

15. No partnership or agency

15.1 Nothing in this contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose.

Terms and conditions for the supply of goods and services

Neither party shall have authority to act as agent for, or to bind, the other party in any way.

16. **Third parties**

16.1 A person who is not a party to the contract shall not have any rights to enforce its terms.

17. **Variation**

17.1 Except as set out in these terms and conditions no variation, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by both parties.

18. **Jurisdiction and Governing Law**

18.1 These Conditions and the rights and obligations of the parties to the contract 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.