



Aspire

Standard Conditions of Contract

Contracts for the Supply of Goods and/or Services

Aspire Standard Conditions of Contract

Interpretation

In this Contract unless the context otherwise requires:

- **'Aspire'** means Aspire Housing Limited and all of the entities within the Aspire Housing Group
- **'Agreement Letter'** means the letter to which these Conditions are annexed;
- **'Authorised Officer'** means the officer named in the Agreement Letter as Aspire's named contact or such other person as Aspire shall from time to time notify to the Supplier/Contractor in writing;
- **'Commencement Date'** shall be the date referred to in the Agreement Letter.
- **'Conditions'** means the terms and conditions of purchase set out in clauses 1- 35 of this document;
- **'Contract'** means the Agreement Letter, any tender documentation, these Conditions and any Special Conditions of Contract attached to or mentioned in the Agreement Letter;
- **'Contract Period'** means the period from the Commencement Date to the Expiry unless otherwise terminated or extended in accordance with this Contract;
- **'Controller'** has the meaning assigned to it in the GDPR;
- **'Expiry Date'** means the expiry date referred to in the Agreement Letter;
- **'Goods'** means any goods, articles, materials or things which are the subject of the Contract;
- **'GDPR'** means the General Data Protection Regulation 2016/679;
- **'Parties'** means Aspire and the Supplier;
- **'Price'** has the meaning given at Clause 6;
- **'Processor'** has the meaning assigned to it in the GDPR;
- **'Process(ing)'** has the meaning assigned to it in the GDPR;
- **'Purchase Order Number'** shall be the number stated in the Agreement Letter;
- **'Services'** mean any services or work which are the subject of the Contract;
- **'Special Conditions'** means the special terms and conditions of purchase attached to or mentioned in the Agreement Letter;

- **'Supplier'** means the person, firm or company to whom the Agreement Letter is addressed.

The headings in this Contract are included for convenience only and shall not affect the construction or interpretation of this Contract.

Where any Special Conditions are inconsistent with these Conditions the Special Conditions will have precedence.

1. Contract Period

The Contract shall take effect on the Commencement Date and shall expire automatically on the Expiry Date, unless it is otherwise terminated in accordance with these Conditions, or otherwise lawfully terminated, or extended under clause 19.

2. The Contract

2.1 The Supplier agrees to supply the Goods and/or Services specified in the Contract at the time or times and in the quantities and manner specified in the Contract.

2.2 Aspire agrees to pay the Price for the Goods and/or Services in the manner and time set out in the Contract.

3. Delivery/Completion

3.1 The Goods will be properly packed, secured and sent at the Supplier's expense and will be delivered in good condition at the time or times and to the place or places set out in the Contract in clause 3.2.

3.2 The Supplier shall deliver the Goods:

(a) on the date specified in the Agreement Letter or Specification or if no such date is specified in accordance with clause 3.2 (Delivery Date);

(b) to Aspire's premises or such other location as is set out in the Agreement Letter or Specification, or as instructed by Aspire prior to delivery (Delivery Location);

(c) during Aspire's normal business hours, or as instructed by Aspire.

3.3 Where no date or time has been stated in the Agreement Letter or Specification, the Supplier will be expected, with 3 days of receipt of any instruction from Aspire, to make prior arrangements with Aspire for performance and delivery.

3.4 The Services will be supplied and completed in accordance with the requirements and time-scales set out in the Contract.

4. Late Delivery

- (a) If the Supplier is unable to deliver the Goods and/or supply the Services (or any part of them) when required by the Contract (or where no time is specified, within a reasonable time, the Supplier will immediately inform the Authorised Officer;
- (b) If the Goods are not delivered or the Services are not supplied (or any part of them) by the time or times set out in the Contract (or where no such time is specified, within a reasonable time) Aspire may terminate the Contract immediately by giving the Supplier notice in writing.
- (c) In the event that Aspire receives notification under Clause 4(a) above or gives notice to terminate under Clause 4(b) above then Aspire may arrange to have the Goods and/or Services supplied by a reasonable alternative supplier.
- (d) The Supplier shall be liable for any loss, damage or expense incurred by Aspire (whether direct or indirect) as a result of any failure to deliver or supply in accordance with the Contract. This Clause 4 shall not affect any other rights that Aspire may have under this Contract or otherwise.

5. Quality

The Supplier shall ensure that the Goods and/or Services shall:

- (a) comply with the Conditions, the Specification and any Special Conditions of the Contract;
- (b) be fit for the purpose or purposes made known to the Supplier expressly or by implication and in this respect Aspire relies on the skill and judgement of the Supplier;
- (c) comply with any current legislation and any standard required by any applicable European and British standards specification or code of practice current at the date of the Contract; and
- (d) Where the Goods are manufactured products, that they are free from defect in design, material and workmanship and will remain so for 12 months after delivery;
- (e) The Goods are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended)

6. Price

The Price of the Goods and/or Services supplied under the Contract will be the price given in the Agreement Letter or where none is stated the price set out in the Specification. The Price so entered will be binding on both parties during the continuance of the Contract unless there is a variation in accordance with clause 30.3 of these Conditions.

7. Method of Ordering and Payment for Goods /Services

7.1 Aspire will not be liable to pay for any Goods and/or Services unless the Agreement Letter has been signed and returned to Aspire by the Supplier [or where ordered using an official purchasing card]¹.

7.2 Subject to Clause 8.2, Aspire will make payment in accordance with clause 8.4 direct to the Supplier or his/her lawful attorney or a legal equitable assignee of the Contract but not to any agent of the Supplier, nor to a sub-contractor. Payment will be paid direct into the Supplier's account via BACS payment.

8. Invoices

8.1 Goods

(a) Subject to Clause 8.5, the Supplier will send with the Goods an invoice or delivery note quoting the relevant Purchase Order Number and setting out particulars of the Goods delivered. Goods should be accompanied by an invoice or delivery note; however, in exceptional circumstances and at its absolute discretion Aspire may accept Goods without such delivery or invoice/ notes.

(b) Services

Subject to Clause 8.5, the Supplier will send an invoice once the Services have been supplied in accordance with the Contract. The invoice will quote the Purchase Order Number and set out details of the Services supplied.

8.2 Aspire shall not be obliged to make payment unless an invoice in the form required under Clause 8.1 above is received. Unless otherwise agreed, the Supplier will submit separate invoices for all the Goods delivered or Services supplied direct to our Finance Department at Aspire, Kinglsey, The Brampton, Newcastle under Lyme, Staffordshire ST5 0QW as requested in the Agreement Letter.

8.3 All invoices issued under this Clause 8 shall show VAT and other taxes separately.

8.4 Subject to clause 8.7 (if it applies) Aspire will pay any undisputed invoice issued under Clause 8.1 above, within 35 days of receipt or 35 days from delivery of the Goods or completion of the supply of the Services, whichever is later.

8.5 [Any requirement on the Supplier to send an invoice to Aspire shall not apply in relation to any purchase of Goods or Services made using a purchasing card.]²

8.6 The Supplier shall provide to Aspire its bank account details and email address.

8.7 For the purposes of the Construction Act if it applies:

(a) The due date (the Due Date) for payment of any monies payable pursuant to the terms of this Agreement shall be for all payments the date of receipt of the invoice for payment from the Supplier pursuant to clause 8.4;

(b) Not later than five days after each Due Date, Aspire shall give a payment notice to the Supplier specifying the amount and any payment which Aspire proposes to make. The payment notice shall specify:

(i) the sum that Aspire considers to be or to have been due at the payment Due Date (in respect of payment to which it relates); and

(ii) the basis on which that amount is calculated.

(c) If Aspire intends to pay less than the sum stated as being due in any payment notice it shall, not later than seven (7) days before the Final Date for Payment (defined below) give to the Supplier a pay less notice which shall specify both the sum that Aspire considers to be due to the Supplier at the date when the pay less notice is given and the basis upon which that sum is calculated. The final date for payment of any sum payable pursuant to this Agreement shall be thirty (30) days after the Due Date (the Final Date for Payment) and, subject to any pay less notice, the sum that Aspire shall pay to the Supplier on or before the Final Date for Payment shall be the sum stated as due in the payment notice.

9. Ownership and Risk

The Supplier shall supply and deliver the Goods and/or perform the Services at the times and places specified in the Contract unless otherwise agreed. If the Supplier does not supply the Goods and/or perform the Services at the times and places specified, Aspire shall be entitled to obtain the Goods and/or Services from an alternative supplier, and the Supplier shall be liable for any extra costs thus incurred by Aspire. Subject to Aspire's right to reject the Goods, ownership of Goods will pass to Aspire when they have been delivered or supplied in accordance with the Contract and the Supplier will bear all the risks of loss or damage to the Goods and/or Services until they have been delivered and will insure accordingly, irrespective of any payment terms or conditions.

10. Royalties and Patent Rights

10.1 In respect of the Goods and any other materials, goods, equipment, drawings or documents that are transferred to Aspire as part of the Services, the Supplier warrants that it has full, clear and unencumbered title to such items, and that at the date of delivery of such items to Aspire, it will have full and unrestricted rights to sell and transfer all such items to Aspire.

10.2 The Supplier will pay all royalties on patented articles, all Value Added Tax, import duty and other taxes.

10.3 All payments and royalties payable in one sum or by instalments or otherwise are deemed to have been included by the Supplier in the prices named in his/her tender or quotation, and will be paid by him/her to those to whom they may be due or payable.

10.4 The Supplier warrants that neither the Goods and/or Services nor use of them will infringe any patent registered design trademark or copyright or other protected right and will fully indemnify Aspire against any action, claim or demand costs or expenses arising from or incurred by reason of any infringement or alleged infringement of any such right.

10.5 In the event of any claim being made or action brought against Aspire in respect of any of the matters set out in clauses 10.1, 10.2, 10.3 or 10.4, Aspire agrees to notify the Supplier immediately and the Supplier will be liable for and indemnify Aspire against the costs of the conduct of all negotiations for the settlement of the same, or any litigation that may arise there from.

11. Use of Information

11.1 The Supplier will keep all matters concerning the Contract confidential.

11.2 Any drawings, specifications, diagrams, computer programmes, tools, materials or any other equipment or information acquired from Aspire will only be used for the purpose for which they are supplied and will not be divulged, copied or transmitted to third parties by the Supplier without the prior written consent of an Authorised Officer. Such items remain the property of Aspire and will be returned in good condition (fair wear and tear excepted) on completion of the Contract.

12. Ownership of Results

(a) If the Contract involves design and/or development work and/or results in the creation and/or maintenance of a database:

(b) All rights in the results of work arising out of or deriving from the Contract including inventions, designs, databases, copyright and knowledge will be the property of the Aspire and Aspire will have the sole right to determine whether any letters patent, registered design, trademark or other protection will be sought.

(c) The Supplier will promptly inform Aspire of all such results and will if requested and at Aspire's expense do all acts and things necessary to enable Aspire to obtain letters patent, registered designs and other protection for such results in all territories and to assign the same to Aspire.

(d) The Supplier will ensure that all technical information (including computer programs and programming information) arising out of or deriving from the Contract is held in strict confidence except for any such information which becomes public knowledge other than by breach of this Contract.

13. Rejection and Replacement

13.1 Aspire may by notice in writing to the Supplier reject the Goods if in the opinion of the Authorised Officer, the Goods delivered or Services supplied are not in accordance with the Specification or are in any way faulty or substandard. Aspire will give the Supplier a reasonable opportunity to replace the Goods and/or make good the Services which do comply with the Contract

and if Goods and/or Services which are in accordance with the Contract are not supplied within such time specified by Aspire, Aspire will be entitled to terminate the Contract (by giving seven days' notice in writing) and to buy the nearest equivalent Goods and/or Services elsewhere. Aspire may at its discretion, either withhold payment or make a reasonable deduction from any invoice relating to the Goods actually delivered or Services actually supplied by the Supplier. This right of rejection and termination does not affect any other rights that Aspire may have under the Contract or otherwise.

13.2 Should any faults develop within a period of twelve months or otherwise stated in the Specification, from the date of delivery of Goods or completion of supply of Services which are in the opinion of the Authorised Officer directly attributable to inferior workmanship or faulty materials the Supplier shall at his/her own expense be required to make good or replace immediately the defective parts or work to the satisfaction of the Authorised Officer and at no cost to Aspire.

14. Removal of Rejected Goods

Any Goods which Aspire rejects under clause 13 shall be removed by and at the expense of the Supplier immediately after receipt of notice of such rejection and if not removed within (10) ten working days after receipt of such notice the Authorised Officer may cause the Goods to be removed, sold, or otherwise disposed of and charge the Supplier with all expenses incurred in such removal, sale or disposal and Aspire shall not be liable for any damage or loss thereby sustained by the Supplier and such expenses shall be recoverable by Aspire from the Supplier as a debt.

15. Indemnity and Insurance

15.1 The Supplier undertakes to indemnify Aspire from and against any and all actions, costs (including professional costs), claims, demands, liabilities, losses and expenses (whether direct or indirect, present or future, actual or contingent) howsoever arising out of or in connection with the supply of the Goods and/or Services under or in connection with the Contract.

15.2 Before entering into the Contract, the Supplier will take out insurance (with a reputable insurer) and during the continuance of the Contract and for six years thereafter it will maintain in force such insurance against all the liabilities, payments, proceedings, costs, charges, damages, expenses, claims, and demands referred to in the Contract including:

15.2.1 public liability insurance of at least £5 million (five million pounds sterling) for each and every claim in relation to a Contract for Services involving works and £2 million (two million pounds sterling) for each and every claim for other Contracts and will when required produce to the Authorised Officer the policy, or policies of such insurance together with the receipt for the payment of the last premium in respect thereof; and

15.2.2 professional indemnity insurance in any sum which may be specified in the Specification or Agreement Letter and where no sum is specified in the sum of £2 million for each and every claim and will when required produce to the Authorised Officer the policy, or policies of such insurance together with the receipt for the payment of the list premium in respect thereof.

16. Assignment or Sub-letting

The Supplier shall not transfer or assign directly or indirectly to any person or persons whatever, the whole or any portion of the Contract without the written permission of Aspire. Sub-letting other than

that which may be customary in the trade concerned shall be prohibited unless the written consent of Aspire is first obtained. The Supplier will be responsible for the observance of all the provisions of the Contract by all sub-contractors and by manufacturers and Supplier of Goods used in the execution of the Contract and shall make good any loss suffered by Aspire by reason of any default or failure, whether total or partial, on the part of any subcontractor.

17. Anti-corruption

17.1 For the purposes of these Conditions Corrupt Activity means bribery and/or corruption including without limitation any activity, practice or conduct which would or could constitute an offence under sections 1, 2 or 6 Bribery Act 2010 (Bribery Act) whether in connection with the Supply of Goods and/or Services or otherwise.

17.2 The Supplier undertakes to Aspire that:

17.2.1 The Supplier has not and your current and former directors, officers and employees have not and shall not engage in any Corrupt Activity;

17.2.2 The Supplier has not and its current and former directors, officers and employees have not and shall not engage in any activity, practice or conduct which could or would place Aspire in breach of Section 7(1) Bribery Act 2010;

17.2.3 The Supplier has and shall maintain and implement procedures to ensure compliance with clauses 17.2.1 and 17.2.2 and adequate procedures designed to prevent any Associated Person (as that term is defined in the Bribery Act) from undertaking any Corrupt Activity and/or that would give rise to an offence under section 7 Bribery Act;

17.2.4 From time to time at Aspire's reasonable request, the Supplier will confirm in writing that the Supplier has complied with its undertakings under clauses 17.2.1 to 17.2.3 and will provide any information reasonably requested by Aspire in support of such compliance.

17.3 The Supplier shall indemnify Aspire against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, Aspire as a result of any breach of clause 17.2,

18. Termination of the Contract

18.1 Aspire may (without prejudice to any other rights or remedies under the Contract including other rights to terminate the Contract) terminate the Contract immediately (by giving written notice) if the Supplier:

(a) breaches or fails to observe any provision of this Contract, where Aspire has given written notice of the breach or non-observance to the Supplier allowing 14 days from receipt of the notice to rectify the breach or non-observance and the breach or non-observance is not rectified (either fully or at all) in that time;

(b) being an individual or, where the Supplier is a firm, partner in that firm shall at any time become bankrupt, or shall have a receiving order or administrative order made against him, or shall make any composition or arrangement with or for the benefit of his creditors or shall make any conveyance or assignment for the benefit of his creditors or shall purport to do so, or if in Scotland he shall become insolvent or bankrupt, or any application shall be made under any Bankruptcy Act for the time being in force for sequestration of his estate, or a trust deed shall be granted by him on behalf of his creditors;

(c) being a company, shall pass a resolution, or the Court shall make an order that the company shall be wound up, or if a receiver or manager on behalf of a creditor shall be appointed, or if circumstances shall arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding-up order;

(d) causes or commits a breach of Clause 17;

(e) has committed a fundamental breach of the Contract which in Aspire's reasonable opinion justifies immediate termination of the Contract.

18.2 Any termination under either Clause 18.1 or any other provision of the Contract will be without prejudice to the rights of Aspire in respect of any prior breach by the Supplier of the Contract.

19. Possible Extension of Contract Period

Subject to an above satisfactory performance by the Supplier during the Contract period, Aspire may wish to extend the Contract for a further period of up to [] year(s). Aspire may approach the Supplier if it wishes to do so within a reasonable time before the end of the Contract Period. The Conditions in this Contract will apply throughout any such extended period.

20. Breaks

³Either party shall have the right to terminate the Contract, or to terminate the provision of any part of the Contract at any time by giving 3 (three) months' written notice to the other party.

21. Matters Beyond a Party's control

21.1 If either Party is prevented from fulfilling its obligations under the Contract by reason of any supervening event beyond its control including (but not limited to) war, national emergency, flood, earthquake, strike or lockout (other than a strike or lockout induced by the Party so affected) the Party unable to fulfil its obligations shall immediately give notice of this to the other Party and shall do everything in its power to resume performance.

21.2 Neither Party shall be deemed to be in breach of its obligations under the Contract in the circumstances set out in clause 2.1, subject to the terms set out in that clause.

21.3 If and when the period of such incapacity under clause 21.1 exceeds 28 days, then the other Party shall be entitled to terminate the Contract immediately on written notice to the Party prevented from fulfilling its obligations.

22. Service of Notices

22.1 All notices shall be in writing and shall be duly and validly given if given or delivered by hand delivery or sent by prepaid registered or recorded delivery mail.

22.2 Notices sent by prepaid registered or recorded delivery mail shall be deemed to have been given or served on the second working day after the date of posting unless they are proven to have been received later in which case they shall be treated as given or served on receipt.

22.3 Notices to be served on you shall be sent to the Supplier at its address in the Agreement Letter.

22.4 Notices to be served on us shall be sent to Aspire at its address in the Agreement Letter marked for the attention of the Authorised Officer.

23. Third Parties

This Contract shall not confer on any third party the right to enforce any term of the Contract.

24. Dispute Resolution

If any dispute or difference whatsoever shall arise between the parties in connection with or arising out of the Contract either party may give the other 7 (seven) days notice to resolve the dispute. If the parties fail to agree terms of settlement of their dispute or difference within 56 (fifty six) days of the receipt of such notice or the party to whom the notice is given refuses to participate, then the matter may be referred to the Courts of England.

25. Compliance with Legislation

25.1 The Supplier shall comply with all legislation and/or international agreements for the time being in force in the European Union and England, which is relevant to the Goods or Services supplied.

25.2 The Supplier shall observe all Health and Safety rules and regulations and any other security requirements that apply at any of Aspire's premises.

25.3 The Supplier shall notify Aspire of all statutory provisions and approved safety standards applicable to the Goods and/or Services and shall be responsible for obtaining all licences, consents or permits required for the performance of the Services or the supply of the Goods.

26. Jurisdiction

The Contract shall be interpreted in accordance with English Law and be subject to the exclusive jurisdiction of the English Courts.

27. Data Protection

The Supplier acknowledges that Aspire is subject to the requirements of the GDPR and shall assist and cooperate with Aspire (at the Suppliers expense) to enable Aspire to comply herewith.

Under the GDPR Aspire are required to classify suppliers as to whether they are operating as a [Controller] or a [Processor]. Some suppliers may fall into both categories.

Controllers

If a supplier has been classified as a [Controller] then the GDPR states that there should be a data sharing agreement in place between both [Controllers]. All suppliers identified by Aspire as operating as a [Controller] will be required to have a data sharing agreement in place.

Processors

If a supplier has been classified as a [Processor] then the GDPR states that there should be a written contract in place between the supplier (the [Processor]) and Aspire (the [Controller]) detailing the responsibilities and liabilities of both parties. All suppliers identified by Aspire as operating as a [Processor], or who have the possibility of operating as a [Processor] sometime in the future, will be required to adopt the Aspire data processor clauses set out in Appendix 1.

Combined processors and controllers

All suppliers identified by Aspire as operating as a [Processor] and a [controller], will be required to adopt the Aspire dual purpose clauses set out in Appendix 2.

28. Publicity, Media and Official Enquiries

Without prejudice to Aspire's obligations under the Freedom of Information Act 2000, neither Party shall make any press announcements or publicise the Contract or any part thereof in any way, except with the written consent of the other Party.

29. Waiver

29.1 The failure of Aspire to insist upon strict performance of any provision of the Contract or the failure of Aspire to exercise any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by this Contract.

29.2 A waiver of any right or remedy arising from a breach of Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

30. Variation of the Goods/Services

30.1 Aspire reserves the right on giving reasonable written notice from time to time to require changes to the Goods and/or Services (whether by way of the removal of Services, the addition of new Goods and/or Services, or increasing or decreasing the Goods and/or Services or specifying the order in which the Services are to be performed or the locations where the Goods and/or Services are to be provided) for any reasons whatsoever. Such a change is hereinafter called "a Variation".

30.2 Any such Variation shall be communicated in writing by the Authorised Officer to the Supplier. All Variations shall be in the form of an addendum to the Contract.

30.3 In the event of a Variation the Price may also be varied. Such Variation in the Price shall be calculated by Aspire and agreed in writing with the Supplier and shall be such amount as properly and fairly reflects the nature and extent of the Variation in all the circumstances.

31. Health and Safety

31.1 The Supplier shall promptly notify Aspire of any health and safety hazards which may arise in connection with the performance of the Contract. Aspire shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Aspire's premises or properties and which may affect the Supplier in the performance of the Contract.

31.2 While on Aspire's premises and properties, the Supplier shall comply with any health and safety measures implemented by Aspire in respect of staff and other persons working on those premises or properties.

31.3 The Supplier shall notify Aspire immediately in the event of any incident occurring in the performance of the Contract on Aspire's premises or properties where that incident causes any personal injury or damage to property which could give rise to personal injury.

31.4 The Supplier shall take all necessary measures to comply with the requirements of the Health and Safety at Work etc. Act 1974 (as amended) and any other acts, orders, regulations and codes of practice relating to health and safety,

32. Change of Law

The Supplier shall neither be relieved of its obligations to supply the Services in accordance with the terms of this Contract nor be entitled to an increase in the charges as the result of a change in law.

33. Scope of Contract

Nothing in the Contract shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between Aspire and the Supplier.

34. Ethics

34.1 The Supplier will act in an ethical manner, monitoring their own supply chain and reporting in line with the Modern Slavery Act.

34.2 The Supplier acknowledges that Aspire has duties under the Equality Act 2010.

34.3 The Supplier shall ensure and shall ensure that shall ensure that its servants, employees or agents do not cause Aspire to be in breach of any of its obligations under the Equality Act 2010.

35. Environmental Requirements

The Supplier shall, when working on Aspire premises or properties, perform the Contract in accordance with Aspire's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the

release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

36. Criminal Finances Act

The Aspire group of companies operate a zero tolerance with regard to tax evasion and expect all contractors and suppliers to comply with all UK and international tax legislation.