

L&Q Standard Terms

Carrying out Works



L&Q

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1. DEFINITIONS:

Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Business Hours	the period from 9.00 am to 5.00 pm on any Business Day.
CDM Regulations	means the Construction (Design and Management) Regulations 2015.
Commencement Date	has the meaning given in clause 3.2.
Conditions	these terms and conditions as amended from time to time in accordance with clause 17.9.
Contract	the contract between L&Q and the Supplier for the supply of Works 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 interpreted accordingly.
Construction Act	means the Housing Grants, Construction and Regeneration Act 1996 as amended by the Local Democracy, Economic Development and Construction Act 2009.
Defects	means any Works not complying with the requirements for those Works as set out in this Contract.
Deliverables	all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Works in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
General Prevention of Risk	means the general principles of risk prevention referred to in the CDM Regulations 2015 as set out in Schedule 1 to the Management of Health and Safety at Work Regulations 1999.
Good Industry Practice	means that degree of skill, care, diligence and workmanship which would reasonably and ordinarily be expected from a skilled and experienced contractor undertaking works similar to the Works.
Group Organisation	means a party's subsidiaries, holding companies or societies of which it is a subsidiary together with all subsidiaries of such holding companies or societies (in each case as defined in section 1159 of the Companies Act 2006 or sections 100 and 101 of the Co-operative and Community Benefit Societies Act 2014) and their successors in title.
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, goodwill and the right to sue for passing off, 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.

Law

means any of the following:

- any Act of Parliament or legislation;
- any subordinate legislation (as defined in section 21(1) of the Interpretation Act 1978);
- any exercise of the royal prerogative;
- any retained European Union law in force in England under the European Union (Withdrawal) Act 2018 (whilst applicable);
- the EU/UK Trade and Co-operation Agreement (so far as directly applicable under the European Union (Future Relationship) Act 2020);
- any applicable judgement of a relevant court of law which is a binding precedent in England; and

any determination, direction, statutory guidance or code of practice having the force of law.

L&Q

means London & Quadrant Housing Trust, unless otherwise stated in the Order.

L&Q Materials

has the meaning set out in clause 4.3.11.

Mandatory Policies

L&Q's business policies and codes listed in Schedule 1.

Order

L&Q's order for the supply of Works, as set out in L&Q's purchase order form.

Prohibited Materials

means goods, materials, substances or products which are generally accepted or (having regard to Good Industry Practice) are reasonably suspected of:

- being harmful in themselves;
- being harmful when used in a particular situation or in combination with other materials;
- becoming harmful with the passage of time; or
- being damaged by or causing damage to the structure in which they are to be affixed; and

goods, materials, substances or products are to be regarded as harmful if, in the context of their use in the Works (whether alone or in combination with other materials) they:

- are prejudiced to health and safety;
- pose a threat to the structural stability or the physical integrity of any property;
- could materially reduce the normal life expectancy of any part of any property; or

are not in accordance with the British Council for Offices publication “Good Practice in the Selection of Construction Materials” in force at the time of their use in the Works.

Property	means a property owned or managed by an organisation within the L&Q Group at which the Works are to be provided or a property belonging to a customer of an organisation for which that organisation is undertaking the Works.
Regulatory Body	means any governmental, local government administrative or regulatory body (including the Regulator of Social Housing and the Information Commissioner) with oversight over the Works, Data Protection Laws, L&Q, any organisation in L&Q Group or the Supplier or from whom permission is required to carry out the Works.
Regulatory Requirements	means the requirements of the Law and of all Regulatory Bodies in relation to the Works including the requirements of any Regulatory Body regulating the Works.
Standards	means all quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other equivalent body (and their successor bodies) that are relevant to the Works;
Statutory Permissions	means those permissions, consents, approvals, licences, certificates and permits (if any) in legally effective form that are necessary from any Regulatory Body lawfully to commence, carry out and complete the Works in accordance with this Contract including: <ul style="list-style-type: none"> • any planning permission and/or reserved matters approval; and • building regulations consents and/or bye-laws approvals.
Subcontractor Supplier	means any subcontractor of or supplier to the Supplier of any tier the person or firm from whom L&Q purchases the Works.
UK GDPR	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
Working Day	means any day other than a Saturday, Sunday or a bank or local government or public holiday in England.
Works	The works to be conducted by the Supplier as set out in the Works Specification.
Works Specification	any specification for the Works including any related plans and drawings, that is agreed in writing by L&Q and the Supplier.

2. INTERPRETATION:

2.1 A reference to:

- 2.1.1 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 2.1.2 a party includes its personal representatives, successors and permitted assigns;
- 2.1.3 legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision;
- 2.1.4 any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms; and

3. BASIS OF CONTRACT

3.1 The Order constitutes an offer by L&Q to purchase Works from the Supplier in accordance with these Conditions.

3.2 The Order shall be deemed to be accepted on the earlier of:

- 3.2.1 the Supplier issuing written acceptance of the Order; or
- 3.2.2 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).

3.3 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 law, trade custom, practice or course of dealing.

4. SUPPLY OF WORKS

4.1 The Supplier shall from the Commencement Date and for the duration of the Contract carry out the Works to L&Q in accordance with the terms of the Contract.

4.2 The Supplier shall meet any performance dates for the Works specified in the Order or that L&Q notifies to the Supplier and time is of the essence in relation to any of those performance dates.

4.3 In providing the Works, the Supplier shall:

- 4.3.1 co-operate with L&Q in all matters relating to the Works, and comply with all instructions of L&Q;
- 4.3.2 act in accordance with all applicable Law, Regulatory Requirements, Statutory Permissions and Standards;

- 4.3.3 use the level of skill, care and diligence as would be expected of a properly qualified supplier experienced in carrying out works of the nature, scope, type and value to the Works;
 - 4.3.4 do so to the reasonable satisfaction of L&Q;
 - 4.3.5 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;
 - 4.3.6 ensure that the Works will conform with all descriptions, standards and specifications set out in the Works Specification, and that the Deliverables shall be fit for any purpose that L&Q expressly or impliedly makes known to the Supplier;
 - 4.3.7 provide all equipment, tools and vehicles and such other items as are required to provide the Works;
 - 4.3.8 use the best quality goods, materials, standards and techniques, and ensure that all goods and materials supplied and used in the Works or transferred to L&Q, will be free from defects in workmanship, installation and design;
 - 4.3.9 obtain and at all times maintain all licences and consents which may be required for the provision of the Works;
 - 4.3.10 observe all health and safety rules and regulations and any other security requirements that apply at any of L&Q's premises;
 - 4.3.11 hold all materials, equipment and tools, drawings, specifications and data supplied by L&Q to the Supplier (L&Q Materials) in safe custody at its own risk, maintain L&Q Materials in good condition until returned to L&Q, and not dispose of or use L&Q Materials other than in accordance with L&Q's written instructions or authorisation;
 - 4.3.12 not do or omit to do anything which may cause L&Q to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that L&Q may rely or act on the Works;
 - 4.3.13 comply with any additional obligations as set out in the Works Specification.
- 4.4 The Supplier warrants that:
- 4.4.1 it has the competence, resources and capacity to comply with, and will comply with any guidance (including any Code of Practice) applying to the Works issued by any Regulatory Body including approved by the Health and Safety Executive under the Health and Safety at Work etc Act 1974;
 - 4.4.2 it has and all its Subcontractors will have the appropriate licences to carry out the Works; and
 - 4.4.3 in relation to any Works subject to the CDM Regulations, it has the skills, knowledge, experience and organisational capability to act as a contractor and (where appointed as such under clause 4.8) the Principal Contractor under the CDM Regulations for the Works in a manner that secures the health and safety of any person affected by those Works.

- 4.5 When undertaking the Works, the Supplier must ensure:
- 4.5.1 at all times safe systems of work are adopted and all appropriate risk assessments are available;
 - 4.5.2 those Works have been planned in accordance with the General Principles of Risk Prevention and by reference to any Pre-Construction Information (as defined in the CDM Regulations) provided to the Supplier in accordance with the CDM Regulations;
 - 4.5.3 any Construction Phase Plan (as defined in the CDM Regulations) applicable to the Works is complied with and, if no Construction Phase Plan has been prepared, that the Supplier prepares one before starting work on site;
 - 4.5.4 all appropriate safety signs are used, and appropriate safety precautions are taken;
 - 4.5.5 nothing is done that may injure the stability of any Property, or any other building, boundary wall, fence or railings;
 - 4.5.6 where a Property is unoccupied on completion of the Works or at the end of each Working Day, that the Property is secured, all doors and windows are locked and any temporary door and window coverings are reinstated as necessary; and
 - 4.5.7 records are kept of any accidents, incidents and health and safety “near misses” in connection with the Works.
- 4.6 All materials used in the Works must:
- 4.6.1 be new (unless the Order provides, or L&Q agrees, otherwise);
 - 4.6.2 comply with any requirements set out in the Order;
 - 4.6.3 be supplied and used in accordance with any applicable manufacturers’ specifications;
 - 4.6.4 not include any Prohibited Materials;
 - 4.6.5 be of satisfactory quality and fit for the purposes for which they are supplied (including any specific purposes made known explicitly or implicitly to the Supplier);
 - 4.6.6 be transported, stored and managed in accordance with all applicable Law;
 - 4.6.7 be unpackaged by the Supplier and have all packaging removed from the Properties and properly disposed of by the Supplier; and
 - 4.6.8 be free from defects in design, materials and workmanship and remain so for 12 (twelve) months after the date on which they are used in providing the Works.
- 4.7 The Supplier shall ensure the Works are free from Defects.
- 4.8 Where the Order sets out that the Supplier shall be the Principal Contractor, L&Q appoints the Supplier as Principal Contractor (as applicable) in relation to any Works subject to the CDM Regulations.

4.9 Where the Order sets out that the Supplier is not the Principal Contractor, the Supplier shall liaise with the Principal Contractor and Principal Designer (if any) in accordance with CDM Regulations.

5. L&Q REMEDIES

5.1 If the Supplier fails to deliver the Works by the applicable date by the applicable date, or both, L&Q shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:

5.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;

5.1.2 to refuse to accept any subsequent performance of the Works which the Supplier attempts to make;

5.1.3 to recover from the Supplier any costs incurred by L&Q in obtaining substitute works from a third party;

5.1.4 to require a refund from the Supplier of sums paid in advance for Works that the Supplier has not provided; and

5.1.5 to claim damages for any additional costs, loss or expenses incurred by L&Q which are in any way attributable to the Supplier's failure to meet such dates.

5.2 If the Supplier has supplied Works that do not comply with the requirements of clause 4.3.6 then, without limiting or affecting other rights or remedies available to it, L&Q shall have one or more of the following rights and remedies:

5.2.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;

5.2.2 to require the Supplier to provide repeat performance of the Works, or to provide a full refund of the price paid for the Works (if paid);

5.2.3 to refuse to accept any subsequent performance of the Works which the Supplier attempts to make;

5.2.4 to recover from the Supplier any expenditure incurred by L&Q in obtaining substitute works from a third party; and

5.2.5 to claim damages for any additional costs, loss or expenses incurred by L&Q arising from the Supplier's failure to comply with clause 4.3.6.

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

5.4 L&Q's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

6. L&Q'S OBLIGATIONS

6.1 L&Q shall:

- 6.1.1 provide the Supplier with reasonable access at reasonable times to L&Q's premises for the purpose of providing the Works; and
- 6.1.2 provide such necessary information for the provision of the Works as the Supplier may reasonably request.

7. CHARGES AND PAYMENT

- 7.1 The Supplier's fee ("**Fee**") for providing the Works will be the price set out in the Order.
- 7.2 Payment will be made in instalments on application for payment by the Supplier ("**Payment Application**") following completion of the Works to be delivered in each of the stages set out in the Order.
- 7.3 Every Payment Application must be accompanied by a valid VAT invoice and such details as L&Q may reasonably require and must state the sum that the Supplier consider will become due to on the Due Date for Payment (as defined below) and the basis upon which that sum has been calculated. The date that is 7 days after L&Q receives a Payment Application that complies with this clause 7.3 shall be the due date for payment ("**Due Date for Payment**") and the final date for payment of each Payment Application will be 28 calendar days from the Due Date for Payment ("**Final Date for Payment**").
- 7.4 L&Q will, not later than 5 calendar days after the Due Date for Payment, give notice to the Supplier ("**Payment Notice**") specifying the sum that L&Q consider became due to the Supplier on the Due Date for Payment and the basis upon which such sum has been calculated.
- 7.5 In respect of each Payment Application, L&Q shall pay to the Supplier, by the Final Date for Payment (subject always to any Payless Notice as defined below), the sum detailed in the Payment Notice or in the absence of any Payment Notice the sum detailed in the Payment Application ("**Notified Sum**").
- 7.6 If L&Q intends to pay less than the Notified Sum (which may be zero or a negative figure) L&Q will, not later than 5 calendar days before the Final Date for Payment give notice to the Supplier ("**the Payless Notice**") of the sum that the Customer considers is due to the Supplier on the date such Payless Notice is served and the basis upon which such sum has been calculated.
- 7.7 If L&Q does not pay any undisputed sum by the Final Date for Payment, that sum shall carry interest from the Final Date for Payment until the date of actual payment at 4% above the Bank of England base rate from time to time, but at 4% a year for any period when the base rate is below 0%.
- 7.8 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in carrying out the Works, and the Supplier shall allow L&Q to inspect such records at all reasonable times on request.
- 7.9 L&Q may at any time, without notice to the Supplier, set off any liability of the Supplier to L&Q against any liability of L&Q 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 L&Q of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 All Intellectual Property Rights in or arising out of or in connection with the Works (other than Intellectual Property Rights in any L&Q Materials) shall be owned by the Supplier.
- 8.2 The Supplier grants to L&Q, or shall procure the direct grant to L&Q of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the materials (excluding L&Q Materials) for the purpose of receiving and using the Deliverables.
- 8.3 L&Q grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy any materials provided by L&Q to the Supplier for the term of the Contract for the purpose of providing the Works to L&Q.
- 8.4 The Supplier acknowledges that all rights in L&Q Materials are and shall remain the exclusive property of L&Q.

9. INDEMNITY

- 9.1 The Supplier shall indemnify L&Q against all liabilities, costs, expenses, damages and losses (including 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 L&Q arising out of or in connection with:
- 9.1.1 any claim made against L&Q for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or the Work (excluding L&Q Materials);
 - 9.1.2 any claim made against L&Q by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Works; and
 - 9.1.3 any claim made against L&Q by a third party arising out of or in connection with the supply of the Works.
- 9.2 This clause 9 shall survive termination of the Contract.

10. INSURANCE

During the term of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on L&Q'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. L&Q shall maintain buildings insurance for the Properties which shall not be for the benefit of the Supplier.

11. CONFIDENTIALITY

- 11.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.2.
- 11.2 Each party may disclose the other party's confidential information:
- 11.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11; and
 - 11.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

12. COMPLIANCE WITH RELEVANT LAWS AND POLICIES

- 12.1 In performing its obligations under the Contract, the Supplier shall:
- 12.1.1 comply with all applicable laws, statutes, regulations and codes from time to time in force; and
 - 12.1.2 comply with the Mandatory Policies.

13. DATA PROTECTION

- 13.1 The following definitions apply in this clause 13:
- 13.1.1 Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.
 - 13.1.2 Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.
 - 13.1.3 **Domestic Law:** the law of the United Kingdom or a part of the United Kingdom.
- 13.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

- 13.3 The parties acknowledge that for the purposes of the Data Protection Legislation, L&Q is the Controller and the Supplier is the Processor.
- 13.4 Without prejudice to the generality of clause 13.2, L&Q will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of the Contract.
- 13.5 Without prejudice to the generality of clause 13.2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:
- 13.5.1 process that Personal Data only on the documented written instructions of L&Q unless the Supplier is required by Domestic Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify L&Q of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Supplier from so notifying L&Q;
 - 13.5.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by L&Q, 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);
 - 13.5.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - 13.5.4 not transfer any Personal Data outside of the UK unless the prior written consent of L&Q has been obtained and the following conditions are fulfilled:
 - (a) L&Q 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 Legislation 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 L&Q with respect to the processing of the Personal Data;
 - 13.5.5 assist L&Q, at L&Q's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- 13.5.6 notify L&Q without undue delay on becoming aware of a Personal Data Breach;
 - 13.5.7 at the written direction of L&Q, delete or return Personal Data and copies thereof to L&Q on termination of the Contract unless required by Domestic Law to store the Personal Data; and
 - 13.5.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 13 and allow for audits by L&Q or L&Q's designated auditor and immediately inform L&Q if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.
- 13.6 L&Q does not consent to the Supplier appointing any third party processor of Personal Data under the Contract.

14. TERMINATION

- 14.1 Without affecting any other right or remedy available to it, L&Q may terminate the Contract:
- 14.1.1 with immediate effect by giving written notice to the Supplier if:
 - (a) there is a change of Control of the Supplier;
 - (b) the Supplier commits a breach of clause 12; and/or
 - (c) L&Q reasonably believes that the circumstances set out in regulation 73(1) of the Public Contracts Regulations 2015 apply.
 - 14.1.2 for convenience by giving the Supplier 1 month's written notice.
- 14.2 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:
- 14.2.1 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 7 days after being notified in writing to do so;
 - 14.2.2 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), obtaining a moratorium, 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;
 - 14.2.3 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.

15. CONSEQUENCES OF TERMINATION

- 15.1 On termination of the Contract, the Supplier shall immediately deliver to L&Q all Deliverables whether or not then complete, and return all L&Q Materials. If the Supplier fails to do so, then L&Q 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.

- 15.2 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.
- 15.3 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.

16. FORCE MAJEURE

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate the Contract by giving 7 days' written notice to the affected party.

17. GENERAL

17.1 Health and safety.

17.1.1 In providing the Works the Supplier and its personnel will comply with:

- (a) All applicable Laws (including health and safety and equality and diversity laws); and
- (b) Control and Management of Contractors Procedures and these are available from L&Q.

17.1.2 The Supplier must, when on L&Q premises or carrying out work for and on behalf of L&Q, comply with L&Q's health and safety policies and procedures.

17.1.3 The policies and procedures are available for inspection and can be obtained from L&Q.

17.2 Assignment and other dealings.

17.2.1 L&Q 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.

17.2.2 The Supplier shall not assign, transfer, mortgage, charge, 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 L&Q.

17.3 Notices.

17.3.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

- (a) 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

(b) sent by email to the address set out in an Order.

17.3.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address;

(b) 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; or

(c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

17.3.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17.4 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 17.4 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

17.5 **Waiver.**

17.5.1 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

17.6 **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. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

17.7 **Entire agreement.**

17.7.1 The Contract constitutes the entire agreement between the parties.

17.7.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

17.8 **Third party rights.**

17.8.1 Any L&Q Group Organisation shall be entitled to rely on the provisions of this Contract but no other person shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

17.9 **Anti-slavery and human trafficking.**

17.9.1 In performing its obligations under the agreement, the Supplier shall:

- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015;
- (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England and Wales;
- (c) comply with the L&Q's Anti-Slavery Policy;
- (d) include in contracts with its subcontractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 17.9; and
- (e) notify L&Q as soon as it becomes aware of any actual or suspected breach of clause 17.9; and
- (f) maintain a complete set of records to trace the supply chain of all Works provided to L&Q in connection with this Contract; and permit L&Q and its third party representatives to inspect the Supplier's premises, records, and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause 17.9.

17.9.2 The Supplier represents and warrants that it has not been convicted of any offence involving slavery and human trafficking or been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

17.9.3 Breach of this clause 17.9 shall be deemed a material breach under clause 14.2

17.10 **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.

17.11 **Information.** The Supplier shall provide general assistance to L&Q in regard to any access to information requests it receives from tenants.

17.12 **Adjudication.** Insofar the Contract is a construction contract to which the Construction Act applies and a Dispute arises which any Party wishes to refer to adjudication, the TeCSA (Technology and Construction Solicitors Association) Adjudication Rules current at the time of the Dispute shall apply.

17.13 **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.

17.14 **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.

Schedule 1 - Mandatory Policies

The Mandatory Policies are:

- The Supplier Code of Conduct
- Expected Standards of Behaviour for L&Q's Supply Chain