



WARRINGTON BOROUGH COUNCIL

- and -

Warrington Housing Association

Contract for

**Provision of Reactive Repairs and Statutory
Compliance for Penketh Court**

November 2025

SHORT FORM CONTRACT FOR THE SUPPLY OF GOODS AND/OR SERVICES**I. Index**

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II. Cover Letter

Buyer:

Warrington Borough Council
East Annex
Town Hall
Warrington
WA1 1UH

Supplier:

Warrington Housing Association
FAO Helen Smith,
The Gateway,
89 Sankey St,
Warrington
WA1 1SR

Date: 1st December 2025

Your ref:

Our ref:

Dear Helen,

Following your proposal for the supply of Reactive Repairs and Statutory Compliance for Penketh Court Service to Warrington Borough Council as per the Service Specification in Annex 2, we are pleased confirm award of this Contract to you.

The attached Order Form, contract Conditions and the Annexes set out the terms of the Contract between Warrington Borough Council and Warrington Housing Association for the provision of the Deliverables set out in the Order Form.

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful Delivery of the Deliverables. Please confirm your acceptance of this Contract by signing and returning the Order Form to Janet Potts at the following email address: Janet.potts@warrington.gov.uk within 7 days from the date of the Order Form. No other form of acknowledgement will be accepted.

We will then arrange for the Order Form to be countersigned which will create a binding contract between us.

Yours faithfully,

Janet Potts

Procurement Officer

III. Order Form

1. Contract Reference	n/a	
2. Buyer	Warrington Borough Council East Annex Town Hall Warrington WA1 1UH	
3. Supplier	Warrington Housing Association, The Gateway, 89 Sankey St, Warrington WA1 1SR Registration number: 17631R SID4GOV ID: 17631R	
4. The Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables. The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions (" Conditions ") and Annexes. Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions.	
5. Deliverables	Goods	<ul style="list-style-type: none"> None
	Services	<p>Description: as set out</p> <ul style="list-style-type: none"> in Annex 2 – Specification in the Supplier's offer (also referred to as 'tender') as set out in Annex 4 – Supplier <p>The Services are:</p> <ul style="list-style-type: none"> To be performed at the location/s indicated in the Specification in Annex 2 and as per the Supplier's offer in Annex 4. Date(s) of Delivery: see below
6. Specification	The specification of the Deliverables is as set out <ul style="list-style-type: none"> in Annex 2 – Specification in the Supplier's offer as set out in Annex 4 – Supplier 	
7. Start Date	29 th September 2025	

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8. Expiry Date	28 th September 2030
9. Extension Period	There is an option to extend for a further period up to 12 months. Extension exercised where the Buyer gives the Supplier no less than 3 Months' written notice before this Contract expires.
10. Buyer Cause	Any Material Breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier.
11. Optional Intellectual Property Rights ("IPR") Clauses	Not applicable
12. Charges	<ul style="list-style-type: none"> The Charges for the Deliverables shall be as set out in Annex 3 – Charges
13. Payment	<p>Payment of valid and undisputed invoices will be made within 30 days of receipt of the invoice or, if later, the date by which the payment falls due in accordance with the invoice, which must be submitted promptly by the Supplier.</p> <p>All invoices must be sent, quoting a valid Purchase Order Number (PO Number) and any other relevant details including the minimum required information set out in Section 68(9) of the Procurement Act 2023, to: bsc-invoices@warrington.gov.uk</p> <p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e., Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.</p> <p>Payments will be made to Payee Name: Warrington Housing Association Account Number: 73665895 Sort Code: 20-93-04</p> <p>If you have a query regarding an outstanding payment please contact our Accounts Payable team either by email to: paymentqueries@warrington.gov.uk between 09:00-17:00 Monday to Friday.</p>
14. Data Protection Liability Cap	In accordance with clause 12.6 of the Conditions, the Supplier's total aggregate liability under clause 14.5.4 of the Conditions is no more than the Data Protection Liability Cap, being £5 million.
15. Progress Meetings and Progress Reports	The Provider shall maintain regular and open dialogue with the nominated individual from the provider and a nominated point of contact in each local authority area.

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	<p>The Authority will arrange monthly performance meetings with the Provider.</p> <p>The agenda will include, but not be limited to :</p> <ul style="list-style-type: none"> - review of complaints and resolutions - number and categorisation of repairs raised and completed - performance data: completion times, customer satisfaction ratings - financials: average cost of repairs and total monthly spend <p>The Provider will record minutes and action points of performance meetings and share with the Authority within 5 working days of each meeting.</p> <p>Complaints should be handled by WBC and reviewed as part of review of performance data at monthly meetings.</p>												
16. Buyer Authorised Representative (s)	<p>For general liaison your contact will continue to be:</p> <p>Jonathan Smith, Head of Housing: jonathan.smith@warringtonandco.com 01925 442628</p> <p>or in their absence:</p> <p>Nick White, Assets Manager, nick.white@warrington.gov.uk 01925 443235.</p>												
17. Supplier Authorised Representative (s)	<p>For general liaison your contact will continue to be</p> <p>Helen Smith, Executive Director of Property: Helens@wha.org.uk 07769397853</p> <p>or, in their absence,</p> <p>Ken Brown, Head of Property: kenb@wha.org.uk 01925 246810</p>												
18. Address for notices	<p>In accordance with clause 26.1, all notices under the Contract shall be in writing and will be served by e-mail unless it is not practicable to do so.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>Jonathan Smith, Head of Housing: jonathan.smith@warringtonandco.com Attention: Jonathan Smith, Head of Housing. Address: 1 Time Square, Warrington WA1 2NT.</p> </td> <td style="width: 50%; vertical-align: top;"> <p>Helen Smith, Executive Director of Property: Helens@wha.org.uk Attn: Helen Smith, Executive Director of Property Address: The Gateway, 89 Sankey St, Warrington WA1 1SR</p> </td> </tr> </table>	<p>Jonathan Smith, Head of Housing: jonathan.smith@warringtonandco.com Attention: Jonathan Smith, Head of Housing. Address: 1 Time Square, Warrington WA1 2NT.</p>	<p>Helen Smith, Executive Director of Property: Helens@wha.org.uk Attn: Helen Smith, Executive Director of Property Address: The Gateway, 89 Sankey St, Warrington WA1 1SR</p>										
<p>Jonathan Smith, Head of Housing: jonathan.smith@warringtonandco.com Attention: Jonathan Smith, Head of Housing. Address: 1 Time Square, Warrington WA1 2NT.</p>	<p>Helen Smith, Executive Director of Property: Helens@wha.org.uk Attn: Helen Smith, Executive Director of Property Address: The Gateway, 89 Sankey St, Warrington WA1 1SR</p>												
19. Key Staff	<table style="width: 100%; border: none;"> <thead> <tr> <th style="text-align: left;">Key Staff Role:</th> <th style="text-align: left;">Key Staff Name</th> <th style="text-align: left;">Contact Details:</th> </tr> </thead> <tbody> <tr> <td>Helen Smith, Executive Director of Property,</td> <td>Helens@wha.org.uk,</td> <td>07769397853</td> </tr> <tr> <td>Ken Browne, Head of Property</td> <td>kenb@wha.org.uk</td> <td></td> </tr> <tr> <td>Shannon Edmunds, Compliance Coordinator,</td> <td>ShannonE@wha.org.uk,</td> <td>07447460020</td> </tr> </tbody> </table>	Key Staff Role:	Key Staff Name	Contact Details:	Helen Smith, Executive Director of Property,	Helens@wha.org.uk ,	07769397853	Ken Browne, Head of Property	kenb@wha.org.uk		Shannon Edmunds, Compliance Coordinator,	ShannonE@wha.org.uk ,	07447460020
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Helen Smith, Executive Director of Property,	Helens@wha.org.uk ,	07769397853											
Ken Browne, Head of Property	kenb@wha.org.uk												
Shannon Edmunds, Compliance Coordinator,	ShannonE@wha.org.uk ,	07447460020											

	<p>Leanne Doherty, Asset Coordinator. LeanneD@wha.org.uk 07917115482</p> <p>Kirsty Capper, Executive Director of Resources, KirstyC@wha.org.uk 01925 246810</p> <p>Fiona Evans, Head of Corporate Services, fionae@wha.org.uk, 01925 246810</p>
20. Procedures and Policies	<p>For the purposes of the Contract The Buyer's staff vetting requirements are: (i) as set out in Annex 6 - Security Management.</p> <p>As per section 2.13 of the specification, The Provider shall ensure that all operatives are suitably trained, hold the correct qualifications and certifications for the works they are engaged to complete and are appropriately supervised.</p> <p>The Buyer requires the Supplier to ensure that any person employed in the Delivery of the Deliverables has undertaken a disclosure and barring service check.</p>
21. Optional Security Requirements	Not applicable.
22. Special Terms	Not applicable
	Not applicable
	Not applicable
23. Incorporated Terms	<p>The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> (a) The cover letter from the Buyer to the Supplier dated 1st December 2025 (b) This Order Form (c) Not used (d) Not used (e) The following Annexes in equal order of precedence: <ul style="list-style-type: none"> i. Annex 1 – Processing Personal Data ii. Annex 2 – Specification iii. Annex 3 – Charges iv. Annex 4 – Supplier <p>unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Tender will take precedence over the documents above.</p>

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Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer
Name: Helen Smith, Executive Director of Property	Name: Jonathan Smith, Head of Housing
Date:	Date:
Signature:	Signature:

This Order Form will be signed electronically by both Parties.

IV. Short form Terms ("Conditions")**1 DEFINITIONS USED IN THE CONTRACT**

1.1 In this Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls (in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " Controlled " shall be construed accordingly), is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Audit"	<p>the Buyer's right to:</p> <ul style="list-style-type: none"> (a) verify the accuracy of the Charges and any other amounts payable by the Buyer under the Contract (including proposed or actual variations to them in accordance with the Contract); (b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Deliverables; (c) verify the Supplier's and each Subcontractor's compliance with the applicable Law; (d) identify or investigate actual or suspected breach of clauses 4 to 33 (inclusive), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations; (e) identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any Subcontractors or their ability to provide the Deliverables; (f) obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; (g) review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract; (h) carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts; (i) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer Cause"	has the meaning given to it in the Order Form;
"Buyer"	the person named as Buyer in the Order Form. Where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole;

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"Charges"	the charges for the Deliverables as specified in the Order Form;
"Claim"	any claim which it appears that the Buyer is, or may become, entitled to indemnification under this Contract;
"Conditions"	these short form terms and conditions of contract;
"Confidential Information"	all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (a) is known by the receiving Party to be confidential; (b) is marked as or stated to be confidential; or (c) ought reasonably to be considered by the receiving Party to be confidential;
"Conflict of Interest"	a direct or indirect conflict between the financial, professional or personal interests of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer;
"Contract"	the contract between the Buyer and the Supplier which is created by the Supplier's counter signing the Order Form and includes the cover letter (if used), Order Form, these Conditions and the Annexes;
"Contract Year"	(a) a period of 12 months commencing on the Start Date; and (b) thereafter a period of 12 months commencing on each anniversary of the Start Date, with the final Contract Year ending on the expiry or termination of the Term;
"Controller"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	(a) the UK GDPR, (b) the DPA 2018; (c) all applicable Law about the processing of personal data and privacy and guidance issued by the Information Commissioner and other regulatory authority; and (d) (to the extent that it applies) the EU GDPR (and in the event of conflict, the UK GDPR shall apply);

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"Data Protection Liability Cap"	has the meaning given to it in row 14 of the Order Form;
"Data Protection Officer"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Data Subject"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Deliver"	hand over of the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and stacking and any other specific arrangements agreed in accordance with clause 4.2. "Delivered" and "Delivery" shall be construed accordingly;
"Deliverables"	the Goods, Services, and/or software to be supplied under the Contract as set out in the Order Form;
"Developed System"	the software or system that the Supplier is required to develop under this Contract;
"DPA 2018"	the Data Protection Act 2018;
"EU GDPR"	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 (General Data Protection Regulation) as it has effect in EU law;
"Existing IPR"	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
"Expiry Date"	the date for expiry of the Contract as set out in the Order Form;
"FOIA"	the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from: <ul style="list-style-type: none"> (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Party seeking to claim relief in respect of a Force Majeure Event (the "Affected Party") which prevent or materially delay the Affected Party from performing its obligations under the Contract; (b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; (c) acts of a Crown Body, local government or regulatory bodies; (d) fire, flood or any disaster; or (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available

	<p>but excluding:</p> <p>(a) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;</p> <p>(b) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</p> <p>(c) any failure of delay caused by a lack of funds,</p> <p>and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;</p>
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Goods"	the goods to be supplied by the Supplier to the Buyer under the Contract;
"Government Data"	<p>any:</p> <p>(a) data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media;</p> <p>(b) Personal Data for which the Buyer is a, or the, Data Controller; or</p> <p>(c) any meta-data relating to categories of data referred to in (a) or (b) that:</p> <p>(i) is supplied to the Supplier by or on behalf of the Buyer; and/or</p> <p>(ii) that the Supplier is required to generate, Process, Handle, store or transmit under this Contract;</p>
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Controller"	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Insolvency Event"	<p>in respect of a person:</p> <p>(a) if that person is insolvent;</p> <p>(b) where that person is a company, LLP or a partnership, if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction);</p> <p>(c) if an administrator or administrative receiver is appointed in respect of the whole or any part of the person's assets or business;</p> <p>(d) if the person makes any composition with its creditors; or</p>

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	(e) takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;
"IP Completion Day"	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
"IR35"	Chapter 8 and Chapter 10 of Part 2 of Income Tax (Earnings and Pensions) Act 2003 and the Social Security Contributions (Intermediaries) Regulations 2000;
"Joint Controller Agreement"	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Error! Reference source not found. Error! Reference source not found. of Annex 1 – Processing Personal Data;
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of processing;
"Key Staff"	any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier;
"Law"	any law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
"Material Breach"	a single serious breach or a number of breaches or repeated breaches (whether of the same or different obligations and regardless of whether such breaches are remedied)
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR Items"	a deliverable, document, product or other item within which New IPR subsists;
"New IPR"	all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
"Open Licence"	any material that is published for use, with rights to access and modify, by any person for free, under a generally recognised open licence including Open Government Licence as set out at http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/ as updated from time to time and the Open Standards Principles documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles as updated from time to time;
"Order Form"	the order form signed by the Buyer and the Supplier printed above these Conditions;
"Party"	the Supplier or the Buyer (as appropriate) and "Parties" shall mean both of them;

"Personal Data Breach"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires and includes any breach of Data Protection Legislation relevant to Personal Data processed pursuant to the Contract;
"Personal Data"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies as updated from time to time;
"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub-processor engaged in the performance of its obligations under the Contract;
"Processor"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Protective Measures"	technical and organisational measures which must take account of: <ul style="list-style-type: none"> (a) the nature of the data to be protected; (b) harm that might result from Data Loss Event; (c) state of technological development; (d) the cost of implementing any measures; including pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of 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 such measures adopted by it, including those outlined in Annex 1 (<i>Processing Personal Data</i>) and Annex 6 (<i>Security Management</i>) (if used);
"Purchase Order Number" or "PO Number"	the Buyer's unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the Contract;
"Rectification Plan"	the Supplier's plan (or revised plan) to rectify its Material Breach which shall include: <ul style="list-style-type: none"> (a) full details of the Material Breach that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the Material Breach; and (c) the steps which the Supplier proposes to take to rectify the Material Breach (if applicable) and to prevent such Material Breach from recurring, including timescales for such steps and for the rectification of the Material Breach (where applicable);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;

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"Request For Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Security Requirements"	the security requirements set out in the Order Form or in Annex 6 (<i>Security Management</i>) (if used);
"Services"	the services to be supplied by the Supplier to the Buyer under the Contract;
"Specification"	the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;
"Start Date"	the start date of the Contract set out in the Order Form;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party: <ul style="list-style-type: none"> (a) provides the Deliverables (or any part of them); (b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or (c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third party appointed to process Personal Data on behalf of the Processor related to the Contract;
"Supplier Staff"	any individual engaged, directly or indirectly, or employed by the Supplier or any Subcontractor, in the management or performance of the Supplier's obligations under this Contract;
"Supplier"	the person named as Supplier in the Order Form;
"Supply Chain Intermediary"	any entity (including any company or partnership) in an arrangement with a Worker, where the Worker performs or is under an obligation personally to perform, services for the Buyer;
"Term"	the period from the Start Date to the Expiry Date as such period may be extended in accordance with clause 11.2 or terminated in accordance with the Contract;
"Third Party IPR"	intellectual property rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transparency Information"	<ul style="list-style-type: none"> (a) any information which is published in accordance with guidance issued by His Majesty's Government, from time to time; (b) any information or notices, permitted or required to be published by the Procurement Act 2023, any Regulations published under it, and any PPNs, subject to any exemptions set out in sections 94 and 99 of the Procurement Act 2023, which shall be determined by the Buyer, taking into consideration any information which is Confidential Information; and (c) any information about the Contract, including the content of the Contract, and any changes to this Contract agreed from time to time, as well as any information relating to the Deliverables and performance pursuant to

	the Contract required to be disclosed under FOIA or the Environmental Information Regulations 2004, subject to any exemptions, which shall be determined by the Buyer, taking into consideration any information which is Confidential Information;
"US Data Privacy Framework"	as applicable: (a) the UK Extension to the EU-US Data Privacy Framework; and/or (b) the EU-US Data Privacy Framework;
"UK GDPR"	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Worker"	any individual that personally performs, or is under an obligation personally to perform services for the Buyer; and
"Working Day"	a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2 UNDERSTANDING THE CONTRACT

2.1 In the Contract, unless the context otherwise requires:

- 2.1.1 references to numbered clauses are references to the relevant clause in these Conditions;
- 2.1.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 2.1.3 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- 2.1.4 a reference to a Law includes a reference to that Law as modified, amended, extended, consolidated, replaced or re-enacted (including as a consequence of the Retained EU Law (Revocation and Reform) Act 2023) from time to time before or after the date of this Contract and any prior or subsequent legislation under it;
- 2.1.5 the word "including", "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation";
- 2.1.6 any reference which, immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to section 1A of the European Union (Withdrawal) Act 2018), is a reference to (as it has effect from time to time) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- 2.1.7 a reference to a document (including this Contract) is to that document as varied, amended, novated, ratified or replaced from time to time.

3 HOW THE CONTRACT WORKS

3.1 The Order Form is an offer by the Buyer to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.

3.2 The Supplier is deemed to accept the offer in the Order Form when the Buyer receives a copy of the Order Form signed by the Supplier.

3.3 The Supplier warrants and represents that its tender (if any) and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

4 WHAT NEEDS TO BE DELIVERED

4.1 All Deliverables

- 4.1.1 The Supplier must provide Deliverables:
- 4.1.1.1 in accordance with the Specification, the tender in Annex 4 – Supplier (where applicable) and the Contract;
 - 4.1.1.2 using reasonable skill and care;
 - 4.1.1.3 using Good Industry Practice;
 - 4.1.1.4 using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract;
 - 4.1.1.5 on the dates agreed; and
 - 4.1.1.6 that comply with all Law.
- 4.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to its Buyers) from Delivery against all obvious defects.

4.2 Goods clauses

- 4.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.
- 4.2.2 The Supplier transfers ownership of the Goods on completion of Delivery or payment for those Goods, whichever is earlier.
- 4.2.3 Risk in the Goods transfers to the Buyer on Delivery, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.
- 4.2.4 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
- 4.2.5 The Supplier must Deliver the Goods on the date and to the location specified in the Order Form, during the Buyer's working hours (unless otherwise specified in the Order Form).
- 4.2.6 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.
- 4.2.7 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
- 4.2.8 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
- 4.2.9 The Supplier will notify the Buyer of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Buyer against the costs arising as a result of any such request.
- 4.2.10 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable endeavours to minimise these costs.

4.2.11 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

4.2.12 The Buyer will not be liable for any actions, claims, costs or expenses incurred by the Supplier or any third party during Delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation then the Supplier shall indemnify the Buyer from any losses, charges, costs or expenses which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or any of its Subcontractors or Supplier Staff.

4.3 Services clauses

4.3.1 Late Delivery of the Services will be a default of the Contract.

4.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including the Security Requirements (where any such requirements have been provided).

4.3.3 The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services

4.3.4 The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.

4.3.5 The Supplier must allocate sufficient resources and appropriate expertise to the Contract.

4.3.6 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

4.3.7 On completion of the Services, the Supplier is responsible for leaving the Buyer's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer's premises or property, other than fair wear and tear.

4.3.8 The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality and free from defects.

4.3.9 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

5 PRICING AND PAYMENTS

5.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the charges in the Order Form.

5.2 All Charges:

5.2.1 exclude VAT, which is payable on provision of a valid VAT invoice; and

5.2.2 include all costs and expenses connected with the supply of Deliverables.

5.3 The Buyer must pay the Supplier the charges:

5.3.1 within 30 days beginning with the day on which an invoice is received by the Buyer in respect of the sum, or

5.3.2 if later, the day by which the payment falls due in accordance with the invoice,

subject to the invoice being verified as valid and undisputed.

- 5.4 A Supplier invoice is only valid if it:
- 5.4.1 includes the minimum required information set out in Section 88(7) of the Procurement Act 2023;
 - 5.4.2 includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer; and
 - 5.4.3 includes a detailed breakdown of Deliverables which have been delivered.
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 35.
- 5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.
- 5.7 The Supplier must ensure that all Subcontractors are paid, in full:
- 5.7.1 within 30 days beginning with the day on which an invoice is received by the Buyer in respect of the sum; or
 - 5.7.2 if later, the date by which the payment falls due in accordance with the invoice, subject to the invoice being verified as valid and undisputed.
- 5.8 If the invoice is not paid in accordance with the timescales in clause 5.7, the Buyer can publish the details of the late payment or non-payment.
- 5.9 Where any invoice does not conform to the Buyer's requirements set out in clause 5.4, or the Buyer disputes the invoice, the Buyer shall notify the Supplier without undue delay and the Supplier shall promptly issue a replacement invoice which shall comply with such requirements.

6 THE BUYER'S OBLIGATIONS TO THE SUPPLIER

- 6.1 If Supplier fails to comply with the Contract as a result of a Buyer Cause:
- 6.1.1 the Buyer cannot terminate the Contract under clause 11;
 - 6.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
 - 6.1.3 the Supplier is entitled to additional time needed to deliver the Deliverables; and
 - 6.1.4 the Supplier cannot suspend the ongoing supply of Deliverables.
- 6.2 Clause 6.1 only applies if the Supplier:
- 6.2.1 gives notice to the Buyer within 10 Working Days of becoming aware;
 - 6.2.2 demonstrates that the failure only happened because of the Buyer Cause; and
 - 6.2.3 mitigated the impact of the Buyer Cause.

7 RECORD KEEPING AND REPORTING

- 7.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.
- 7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the date of expiry or termination of the Contract and in accordance with the UK GDPR or the EU GDPR as the context requires.

- 7.3 The Supplier must allow any auditor appointed by the Buyer access to its premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the Audit.
- 7.4 The Buyer or an auditor can Audit the Supplier.
- 7.5 During an Audit, the Supplier must provide information to the auditor and reasonable co-operation at their request.
- 7.6 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a Material Breach by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.
- 7.7 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- 7.7.1 tell the Buyer and give reasons;
 - 7.7.2 propose corrective action; and
 - 7.7.3 provide a deadline for completing the corrective action.
- 7.8 If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Buyer may:
- 7.8.1 require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand; and
 - 7.8.2 if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for Material Breach (or on such date as the Buyer notifies) and the consequences of termination in clause 11.5.1 shall apply.
- 7.9 If there is a Material Breach, the Supplier must notify the Buyer within 3 Working Days of the Supplier becoming aware of the Material Breach. The Buyer may request that the Supplier provide a Rectification Plan within 10 Working Days of the Buyer's request alongside any additional documentation that the Buyer requires. Once such Rectification Plan is agreed between the Parties (without the Buyer limiting its rights) the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.
- 7.10 At the end of each Contract Year, at its own expense, the Supplier will provide a report to the Buyer setting out a summary of its compliance with clause 5.7, such report to be certified by the Supplier's Authorised Representative as being accurate and not misleading.

8 SUPPLIER STAFF

- 8.1 The Supplier Staff involved in the performance of the Contract must:
- 8.1.1 be appropriately trained and qualified;
 - 8.1.2 be vetted in accordance with the Buyer's staff vetting procedures as specified in the Order Form or in Annex 6 (*Security Requirements*) (if used); and
 - 8.1.3 comply with all conduct requirements when on the Buyer's premises.
- 8.2 Where the Buyer decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.
- 8.3 The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
- 8.4 The Supplier indemnifies the Buyer against all claims brought by any person employed or engaged by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

- 8.5 The Buyer indemnifies the Supplier against all claims brought by any person employed or engaged by the Buyer caused by an act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors.
- 8.6 The Supplier shall use those persons nominated (if any) as Key Staff in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier to provide the Deliverables and shall not remove or replace any of them unless:
- 8.6.1 requested to do so by the Buyer or the Buyer approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 8.6.2 the person concerned resigns, retires or dies or is on parental or long-term sick leave; or
 - 8.6.3 the person's employment or contractual arrangement with the Supplier or any Subcontractor is terminated for material breach of contract by the employee.
- 8.7 The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a disclosure and barring service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.

9 RIGHTS AND PROTECTION

- 9.1 The Supplier warrants and represents that:
- 9.1.1 it has full capacity and authority to enter into and to perform the Contract;
 - 9.1.2 the Contract is entered into by its authorised representative;
 - 9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
 - 9.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
 - 9.1.5 all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under the Contract and the Buyer to receive the Deliverables;
 - 9.1.6 it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
 - 9.1.7 it is not impacted by an Insolvency Event.
- 9.2 The warranties and representations in clause 3.3 and clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 9.3 The Supplier indemnifies the Buyer against each of the following:
- 9.3.1 wilful misconduct of the Supplier, any of its Subcontractor and/or Supplier Staff that impacts the Contract; and
 - 9.3.2 non-payment by the Supplier of any tax or National Insurance.
- 9.4 If the Supplier becomes aware of a representation or warranty made in relation to the Contract that becomes untrue or misleading, it must immediately notify the Buyer.
- 9.5 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier for free.

10 INTELLECTUAL PROPERTY RIGHTS ("IPRS")

- 10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable, sub-licensable worldwide licence to use, copy and adapt the Supplier's Existing IPR to enable the Buyer and its sub-licensees to both:
- 10.1.1 receive and use the Deliverables; and
 - 10.1.2 use the New IPR.
- The termination or expiry of the Contract does not terminate any licence granted under this clause 10.
- 10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a royalty-free, non-exclusive, non-transferable licence to use, copy, and adapt any Existing IPRs and the New IPR which the Supplier reasonably requires for the purpose of fulfilling its obligations during the Term and commercially exploiting the New IPR developed under the Contract. This licence is sub-licensable to a Subcontractor for the purpose of enabling the Supplier to fulfil its obligations under the Contract, and in that case the Subcontractor must enter into a confidentiality undertaking with the Supplier on the same terms as set out in clause 15 (What you must keep confidential).
- 10.3 Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR and keep this record updated throughout the Term.
- 10.4 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract, it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 10.5 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in this clause 10 or otherwise agreed in writing.
- 10.6 If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "IPR Claim"), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.
- 10.7 If an IPR Claim is made or anticipated, the Supplier must at its own option and expense, either:
- 10.7.1 obtain for the Buyer the rights in clause 10.1 without infringing any third-party intellectual property rights; and
 - 10.7.2 replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.
 - 10.7.3 If the Supplier is not able to resolve the IPR Claim to the Buyer's reasonable satisfaction within a reasonable time, the Buyer may give written notice that it terminates the Contract from the date set out in the notice, or where no date is given in the notice, the date of the notice. On termination, the consequences of termination in clause 11.5.1 shall apply.
- 10.8 The Supplier shall not use in the Delivery of the Deliverables any Third Party IPR unless:
- 10.8.1 the Buyer gives its approval to do so; and
 - 10.8.2 one of the following conditions applies:
 - 10.8.2.1 the owner or an authorised licensor of the relevant Third Party IPR has granted the Buyer a direct licence that provides the Buyer with the rights in clause 10.1; or

- 10.8.22 if the Supplier cannot, after commercially reasonable endeavours, obtain for the Buyer a direct licence to the Third Party IPR as set out in clause 10.8.2.1:
- (a) the Supplier provides the Buyer with details of the licence terms it can obtain and the identity of those licensors;
 - (b) the Buyer agrees to those licence terms; and
 - (c) the owner or authorised licensor of the Third Party IPR grants a direct licence to the Buyer on those terms; or
- 10.8.23 the Buyer approves in writing, with reference to the acts authorised and the specific intellectual property rights involved.

10.9 In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it, does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.

11 ENDING THE CONTRACT

- 11.1 The Contract takes effect on the Start Date and ends on the earlier of the Expiry Date or termination of the Contract, or earlier if required by Law.
- 11.2 The Buyer can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

11.3 Ending the Contract without a reason

The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice, and if it's terminated clause 11.6.2 applies.

11.4 When the Buyer can end the Contract

- 11.4.1 If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier and the consequences of termination in clause 11.5.1 shall apply:
- 11.4.1.1 there's a Supplier Insolvency Event;
 - 11.4.1.2 the Supplier is in Material Breach of the Contract;
 - 11.4.1.3 there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Buyer in writing;
 - 11.4.1.4 the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or
 - 11.4.1.5 the Supplier fails to comply with its legal obligations in the fields of environmental, social or employment Law when providing the Deliverables.

11.5 What happens if the Contract ends

- 11.5.1 Where the Buyer terminates the Contract under clause 10.7.3, 11.4, 7.8.2, 32.4 or Paragraph **Error! Reference source not found.** of **Error! Reference source not found.** of Annex 1 – Processing Personal Data (if used), all of the following apply:
- 11.5.1.1 the Supplier is responsible for the Buyer's reasonable costs of procuring replacement Deliverables for the rest of the term of the Contract;
 - 11.5.1.2 the Buyer's payment obligations under the terminated Contract stop immediately;

- 11.5.13 accumulated rights of the Parties are not affected;
 - 11.5.14 the Supplier must promptly delete or return the Government Data other than Government Data (i) that is Personal Data in respect of which the Supplier is a Controller; (ii) in respect of which the Supplier has rights to hold the Government Data independently of this Contract; and (iii) where required to retain copies by Law;
 - 11.5.15 the Supplier must promptly return any of the Buyer's property provided under the Contract;
 - 11.5.16 the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement; and
 - 11.5.17 the Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.
- 11.5.2 The following clauses survive the expiry or termination of the Contract: 1, 4.2.9, 5, 7, 8.4, 10, 11.5, 11.6.2, 12, 14, 15, 16, 18, 19, 22, 31.2.2, 35 and 36 and any clauses which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract and what happens when the contract ends (Buyer and Supplier termination)

- 11.6.1 The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.
- 11.6.2 Where the Buyer terminates the Contract in accordance with clause 11.3 or the Supplier terminates the Contract under clause 11.6 or 23.4:
 - 11.6.2.1 the Buyer must promptly pay all outstanding charges incurred by the Supplier;
 - 11.6.2.2 the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated; and
 - 11.6.2.3 clauses 11.5.1.2 to 11.5.1.7 apply.
- 11.6.3 The Supplier also has the right to terminate the Contract in accordance with clauses 20.3 and 23.4.

11.7 Partially ending and suspending the Contract

- 11.7.1 Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.
- 11.7.2 The Buyer can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.
- 11.7.3 The Parties must agree (in accordance with clause 25) any necessary variation required by clause 11.7, but the Supplier may not either:
 - 11.7.3.1 reject the variation; or
 - 11.7.3.2 increase the Charges, except where the right to partial termination is under clause 11.3.

11.7.4 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

12 HOW MUCH YOU CAN BE HELD RESPONSIBLE FOR

12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier.

12.2 No Party is liable to the other for:

12.2.1 any indirect losses; and/or

12.2.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:

12.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;

12.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; or

12.3.3 any liability that cannot be excluded or limited by Law.

12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 8.4, 9.3.2, 10.6, or 31.2.2.

12.5 In spite of clause 12.1, the Buyer does not limit or exclude its liability for any indemnity given under clause 8.5.

12.6 In spite of clause 12.1, but subject to clauses 12.2 and 12.3, the Supplier's total aggregate liability in each Contract Year under clause 14.5.4 is no more than the Data Protection Liability Cap.

12.7 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.

12.8 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

13 OBEYING THE LAW

13.1 The Supplier, in connection with provision of the Deliverables:

13.1.1 is expected to meet and have its Subcontractors meet the standards set out in the Supplier Code of Conduct: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf as such Code of Conduct may be updated from time to time, and such other sustainability requirements as set out in the Order Form. The Buyer also expects to meet this Code of Conduct;

13.1.2 must comply with the provisions of the Official Secrets Acts 1911 to 1989 and section 182 of the Finance Act 1989;

13.1.3 must support the Buyer in fulfilling its Public Sector Equality duty under section 149 of the Equality Act 2010;

13.1.4 must comply with the model contract terms contained in (a) to (l) of Annex C of the guidance to PPN 009 (Tackling Modern Slavery in Government Supply Chains), as such clauses may be amended or updated from time to time; and

13.1.5 meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>, as updated from time to time.

13.2 The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable Law to do with the Contract.

13.3 The Supplier must appoint a compliance officer who must be responsible for ensuring that the Supplier complies with Law, clause 13.1 and clauses 27 to 33.

14 DATA PROTECTION AND SECURITY

14.1 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

14.2 The Supplier must ensure that any Supplier, Subcontractor, or Sub-processor system holding any Government Data, including back-up data, is a secure system that complies with the Security Requirements (including Annex 6 (*Security Management*) (if used)) or as otherwise provided in writing by the Buyer (where any such requirements have been provided).

14.3 If at any time the Supplier suspects or has reason to believe that the Government Data is corrupted, lost or sufficiently degraded, then the Supplier must immediately notify the Buyer and suggest remedial action.

14.4 If the Government Data is any of (i) corrupted, (ii) lost or (iii) sufficiently degraded, in each case as a result of the Supplier's Default, so as to be unusable the Buyer may either or both:

14.4.1 tell the Supplier (at the Supplier's expense) to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or

14.4.2 restore the Government Data itself or using a third party and shall be repaid by the Supplier any reasonable expenses incurred in doing so.

14.5 The Supplier:

14.5.1 must, subject to the Security Requirements (if any), provide the Buyer with all Government Data in an agreed format (provided it is secure and readable) within 10 Working Days of a written request;

14.5.2 must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;

14.5.3 must, subject to the Security Requirements (if any), securely erase (using a deletion method that ensures that even a determined expert using specialist techniques can recover only a small fraction of the data deleted) all Government Data and any copies it or a Subcontractor holds when asked to do so by the Buyer unless required by Law to retain it, other than in relation to Government Data in respect of which the Supplier is a Controller or which the Supplier has rights to hold the Government Data independently of this Contract; and

14.5.4 indemnifies the Buyer against any and all losses incurred if the Supplier breaches clause 14 or any Data Protection Legislation.

14.6 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under the Contract dictates the status of each party under the DPA 2018. A Party may act as:

14.6.1 "Controller" in respect of the other Party who is "Processor";

14.6.2 "Processor" in respect of the other Party who is "Controller";

14.6.3 "Joint Controller" with the other Party;

14.6.4 "Independent Controller" of the Personal Data where the other Party is also "Controller",

in respect of certain Personal Data under the Contract and shall specify in Part A Authorised Processing Template of Annex 1 – Processing Personal Data which scenario they think shall apply in each situation.

14.7 Where one Party is Controller and the other Party its Processor

- 14.7.1 Where a Party is a Processor, the only processing that the Processor is authorised to do is listed in Part A Authorised Processing Template of Annex 1 – Processing Personal Data by the Controller and may not be determined by the Processor. The term "processing" and any associated terms are to be read in accordance with Article 4 of the UK GDPR and EU GDPR (as applicable).
- 14.7.2 The Processor must notify the Controller immediately if it thinks the Controller's instructions breach the Data Protection Legislation.
- 14.7.3 The Processor must give all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment before starting any processing, which may include, at the discretion of the Controller:
- 14.7.3.1 a systematic description of the expected processing and its purpose;
 - 14.7.3.2 the necessity and proportionality of the processing operations;
 - 14.7.3.3 the risks to the rights and freedoms of Data Subjects; and
 - 14.7.3.4 the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data and assurance that those measures comply with any Security Requirements.
- 14.7.4 The Processor must, in relation to any Personal Data processed under this Contract:
- 14.7.4.1 process that Personal Data only in accordance with this clause 14, Part A Authorised Processing Template of Annex 1 – Processing Personal Data and Annex 6 (*Security Management*) (if used), unless the Processor is required to do otherwise by Law. If lawful to notify the Controller, the Processor must promptly notify the Controller if the Processor is otherwise required to process Personal Data by Law before processing it.
 - 14.7.4.2 put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Controller.
 - 14.7.4.3 ensure that:
 - (a) the Processor Personnel do not process Personal Data except in accordance with clause 14, Part A Authorised Processing Template of Annex 1 – Processing Personal Data and Annex 6 (*Security Management*) (if used);
 - (b) it uses the Buyer's staff vetting procedures to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this clause 14 and Annex 6 (*Security Management*) (if used);
 - (ii) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (iii) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise allowed by the Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data.
 - (c) the Processor must not transfer Personal Data outside of the UK and/or the EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

The Short Form Contract

[Subject to Contract]

- (i) the transfer is in accordance with Article 45 of the UK GDPR (or section 74A of DPA 2018) and/or the transfer is in accordance with Article 45 of the EU GDPR (where applicable), provided that if the destination country of a transfer is the United States:
 - (A) the Supplier shall ensure that prior to the transfer of any Personal Data to the United States relying on this adequacy (including to any United States-based Subcontractors and/or Subprocessors), the Supplier (and/or the applicable Subcontractor and/or Subprocessor) must be self-certified and continue to be self-certified on the US Data Privacy Framework;
 - (B) the Supplier shall notify the Buyer immediately if there are any, or there are reasonable grounds to believe there may be any, changes in respect of their and/or their Subcontractor's or Subprocessor's position on the US Data Privacy Framework (for example if that entity ceases to be certified or is at risk of being so, or there is a strong likelihood of a competent court finding the US Data Privacy Framework unlawful), and the Supplier must then take all appropriate steps to remedy the certification and/or put in place alternative data transfer mechanisms in compliance with this Paragraph 14.7.4.3(c)(i); and
 - (C) in the event that the Supplier (and/or the applicable Subcontractor or Subprocessor):
 - (1) ceases to be certified on the US Data Privacy Framework and the Supplier does not put in place the alternative data transfer mechanisms required for compliance with this Paragraph 14.7.4.3(c)(i);
 - (2) the US Data Privacy Framework is no longer available and the Supplier does not put in place the alternative data transfer mechanisms required for compliance with this Paragraph 14.7.4.3(c)(i); and/or
 - (3) fails to notify the Buyer of any changes to its certification status in accordance with Paragraph 14.7.4.3(c)(i)(B) above,

the Buyer shall have the right to terminate this Contract with immediate effect; or
- (d) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) and/or the transfer is in accordance with Article 46 of the EU GDPR (where applicable) as determined by the Controller which could include relevant parties entering into:
 - (i) where the transfer is subject to UK GDPR:
 - (A) the International Data Transfer Agreement (the "**IDTA**"), as published by the Information Commissioner's Office from time to time under section 119A(1) of the DPA 2018 as well as any additional measures determined by the Controller;

(B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time ("**EU SCCs**"), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "**Addendum**") as published by the Information Commissioner's Office from time to time; and/or

(ii) where the transfer is subject to EU GDPR, the EU SCCs, as well as any additional measures determined by the Controller being implemented by the importing party;

(e) the Data Subject has enforceable rights and effective legal remedies when transferred;

(f) the Processor meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

(g) the Processor complies with the Controller's reasonable prior instructions about the processing of the Personal Data.

14.7.5 The Processor must at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

14.7.6 The Processor must notify the Controller immediately if it:

14.7.6.1 receives a Data Subject Access Request (or purported Data Subject Access Request);

14.7.6.2 receives a request to rectify, block or erase any Personal Data;

14.7.6.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

14.7.6.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;

14.7.6.5 receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law; and

14.7.6.6 becomes aware of a Data Loss Event.

14.7.7 Any requirement to notify under clause 14.7.6 includes the provision of further information to the Controller in stages as details become available.

14.7.8 The Processor must promptly provide the Controller with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.7.6. This includes giving the Controller:

14.7.8.1 full details and copies of the complaint, communication or request;

14.7.8.2 reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;

14.7.8.3 any Personal Data it holds in relation to a Data Subject on request;

14.7.8.4 assistance that it requests following any Data Loss Event; and

- 14.7.8.5 assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office or any other regulatory authority.
- 14.7.9 The Processor must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Processor employs fewer than 250 staff, unless either the Controller determines that the processing:
 - 14.7.9.1 is not occasional;
 - 14.7.9.2 includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - 14.7.9.3 is likely to result in a risk to the rights and freedoms of Data Subjects.
- 14.7.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 14.7.11 Before allowing any Subprocessor to process any Personal Data, the Processor must:
 - 14.7.11.1 notify the Controller in writing of the intended Subprocessor and processing;
 - 14.7.11.2 obtain the written consent of the Controller;
 - 14.7.11.3 enter into a written contract with the Sub-processor so that this clause 14 applies to the Sub-processor; and
 - 14.7.11.4 provide the Controller with any information about the Sub-processor that the Controller reasonably requires.
- 14.7.12 The Processor remains fully liable for all acts or omissions of any Sub-processor.
- 14.7.13 The Parties agree to take account of any guidance issued by the Information Commissioner's Office or any other regulatory authority.

14.8 Joint Controllers of Personal Data

In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in **Error! Reference source not found. Error! Reference source not found.** of Annex 1 – Processing Personal Data.

14.9 Independent Controllers of Personal Data

In the event that the Parties are Independent Controllers in respect of Personal Data under the Contract, the terms set out in **Error! Reference source not found. Error! Reference source not found.** of Annex 1 – Processing Personal Data shall apply to this Contract.

15 WHAT YOU MUST KEEP CONFIDENTIAL

- 15.1 Each Party must:
 - 15.1.1 keep all Confidential Information it receives confidential and secure;
 - 15.1.2 not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract; and
 - 15.1.3 immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
- 15.2 In spite of clause 15.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:

- 15.2.1 where disclosure is required by applicable Law if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
 - 15.2.2 if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
 - 15.2.3 if the information was given to it by a third party without obligation of confidentiality;
 - 15.2.4 if the information was in the public domain at the time of the disclosure;
 - 15.2.5 if the information was independently developed without access to the disclosing Party's Confidential Information;
 - 15.2.6 on a confidential basis, to its auditors or for the purposes of regulatory requirements;
 - 15.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and
 - 15.2.8 to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
- 15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.
- 15.4 The Buyer may disclose Confidential Information in any of the following cases:
- 15.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
 - 15.4.2 on a confidential basis to any Crown Body, any successor body to a Crown Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
 - 15.4.3 if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
 - 15.4.4 where requested by Parliament; and
 - 15.4.5 under clauses 5.8 and 16.
- 15.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.
- 15.6 Transparency Information and any information which is disclosed under clause 16 is not Confidential Information.
- 15.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable endeavours to ensure that Supplier Staff do not either.

16 WHEN YOU CAN SHARE INFORMATION

- 16.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.
- 16.2 In accordance with a reasonable timetable and in any event within 5 Working Days of a request from the Buyer, at no additional cost, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
- 16.2.1 comply with any Request For Information; and
 - 16.2.2 comply with any of its obligations in relation to publishing Transparency Information.
- 16.3 Any such co-operation and/or information from the Supplier shall be provided at no additional cost.

16.4 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a Request For Information and may talk to the Supplier to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure shall be decided by the Buyer, in its sole discretion.

17 INSURANCE

17.1 The Supplier shall ensure it has adequate insurance cover for this Contract.

18 INVALID PARTS OF THE CONTRACT

18.1 If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract. The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements, or agreements whether written or oral. No other provisions apply.

19 OTHER PEOPLE'S RIGHTS IN THE CONTRACT

19.1 Subject to clause 19.2, no third parties may use the Contracts (Rights of Third Parties) Act ("CRTPA") to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

19.2 Clauses 5.7, 24.4 and 24.5 confer benefits on persons named or identified in such provisions other than the Parties (each such person a "Third Party Beneficiary") and are intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

20 CIRCUMSTANCES BEYOND YOUR CONTROL

20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:

- 20.1.1 provides written notice to the other Party; and
- 20.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

20.2 Any failure or delay by the Supplier to perform its obligations under the Contract that is due to a failure or delay by an agent, Subcontractor and/or Supplier Staff will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.

20.3 Either Party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously and the consequences of termination in clauses 11.5.1.2 to 11.5.1.7 shall apply.

20.4 Where a Party terminates under clause 20.3:

- 20.4.1 each Party must cover its own losses; and
- 20.4.2 clauses 11.5.1.2 to 11.5.1.7 apply.

21 RELATIONSHIPS CREATED BY THE CONTRACT

21.1 The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22 GIVING UP CONTRACT RIGHTS

22.1 A partial or full waiver or relaxation of the terms of the Contract is only valid if it is stated to be a waiver in writing to the other Party.

23 TRANSFERRING RESPONSIBILITIES

- 23.1 The Supplier cannot assign, novate or in any other way dispose of the Contract or any part of it without the Buyer's written consent.
- 23.2 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.
- 23.3 When the Buyer uses its rights under clause 23.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.
- 23.4 The Supplier can terminate the Contract novated under clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

24 SUPPLY CHAIN

- 24.1 The Supplier cannot sub-contract the Contract or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with the name of any Subcontractor the Supplier proposes to engage for the purposes of the Contract. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within 10 Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:
- 24.1.1 the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 24.1.2 the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 24.1.3 the proposed Subcontractor employs unfit persons.
- 24.2 If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of all such Subcontractors at all levels of the supply chain including:
- 24.2.1 their name;
 - 24.2.2 the scope of their appointment; and
 - 24.2.3 the duration of their appointment.
- 24.3 The Supplier must exercise due skill and care when it selects and appoints Subcontractors.
- 24.4 For Sub-Contracts in the Supplier's supply chain entered into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract:
- 24.4.1 where such Sub-Contracts are entered into after the Start Date, the Supplier will ensure that they all contain provisions that; or
 - 24.4.2 where such Sub-Contracts are entered into before the Start Date, the Supplier will take all reasonable endeavours to ensure that they all contain provisions that:
 - 24.4.2.1 allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social or employment Law; and
 - 24.4.2.2 require that all Subcontractors are paid:
 - (a) before the end of the period of 30 days beginning with the day on which an invoice is received by the Supplier or other party in respect of the sum; or

- (b) if later, the date by which the payment falls due in accordance with the invoice,

subject to the invoice being verified by the party making payment as valid and undisputed;

- 24.4.23 require the party receiving goods or services under the contract to consider and verify invoices under that contract in a timely fashion and notify the Subcontractor without undue delay if it considers the invoice invalid or it disputes the invoice; and

- 24.4.24 allow the Buyer to publish the details of the late payment or non-payment if this 30 day limit is exceeded.

24.5 The Supplier must ensure that a term equivalent to Clause 24.4 is included in each Sub-Contract in its supply chain, such that each Subcontractor is obliged to include those terms in any of its own Sub-Contracts in the supply chain for the delivery of this Contract. References to the "Supplier" and "Subcontractor", in clause 15.14(i) are to be replaced with references to the respective Subcontractors who are parties to the relevant contract.

24.6 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:

- 24.6.1 there is a change of control within the meaning of Section 450 of the Corporation Tax Act 2010 of a Subcontractor which isn't pre-approved by the Buyer in writing;
- 24.6.2 the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under clause 11.4;
- 24.6.3 a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer; and/or
- 24.6.4 the Subcontractor fails to comply with its obligations in respect of environmental, social or employment Law.

24.7 The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

25 CHANGING THE CONTRACT

25.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. The Buyer is not required to accept a variation request made by the Supplier.

26 HOW TO COMMUNICATE ABOUT THE CONTRACT

26.1 All notices under the Contract shall be in writing and be served by e-mail unless it is not practicable to do so. An e-mail is effective at 9am on the first Working Day after sending unless an error message is received.

26.2 If it is not practicable for a notice to be served by e-mail in accordance with clause 26.1, notices can be served by means of personal delivery or Prepaid, Royal Mail Signed For™ 1st Class or other prepaid, next Working Day service providing proof of delivery. If either of these options are used to serve a notice, such notices are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise, the notice is effective on the next Working Day.

26.3 Notices to the Buyer or Supplier must be sent to their e-mail address (or address, where e-mail is not practicable) in the Order Form.

26.4 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

27 DEALING WITH CLAIMS

- 27.1 If a Beneficiary becomes aware of any Claim, then it must notify the Indemnifier as soon as reasonably practical.
- 27.2 at the Indemnifier's cost the Beneficiary must:
- 27.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim;
 - 27.2.2 give the Indemnifier reasonable assistance with the Claim if requested; and
 - 27.2.3 not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 27.3 The Indemnifier must:
- 27.3.1 consider and defend the Claim diligently and in a way that does not damage the Beneficiary's reputation; and
 - 27.3.2 not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

28 EQUALITY, DIVERSITY AND HUMAN RIGHTS

- 28.1 The Supplier must follow all applicable employment and equality Law when they perform their obligations under the Contract, including:
- 28.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
 - 28.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.
- 28.2 The Supplier must use all reasonable endeavours, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

29 HEALTH AND SAFETY

- 29.1 The Supplier must perform its obligations meeting the requirements of:
- 29.1.1 all applicable Law regarding health and safety; and
 - 29.1.2 the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier.
- 29.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer premises that relate to the performance of the Contract.

30 ENVIRONMENT AND SUSTAINABILITY

- 30.1 In performing its obligations under the Contract, the Supplier shall, to the reasonable satisfaction of the Buyer:
- 30.1.1 meet, in all material respects, the requirements of all applicable Laws regarding the environment; and
 - 30.1.2 comply with its obligations under the Buyer's current environmental policy, which the Buyer must provide, and make Supplier Staff aware of such policy.

31 TAX

- 31.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.
- 31.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Contract, the Supplier must both:
- 31.2.1 comply with the Income Tax (Earnings and Pensions) Act 2003, the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to income tax and National Insurance contributions (including IR35); and
 - 31.2.2 indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 31.3 At any time during the Term, the Buyer may specify information that the Supplier must provide with regard to the Supplier, the Supplier Staff, the Workers, or the Supply Chain Intermediaries and set a deadline for responding, which:
- 31.3.1 demonstrates that the Supplier, Supplier Staff, Workers, or Supply Chain Intermediaries comply with the legislation specified in Clause 31.2.1, or why those requirements do not apply; and
 - 31.3.2 assists with the Buyer's due diligence, compliance, reporting, or demonstrating its compliance with any of the legislation in Clause 31.2.1.
- 31.4 The Buyer may supply any information they receive from the Supplier under Clause 31.3 to HMRC for revenue collection and management and for audit purposes.
- 31.5 The Supplier must inform the Buyer as soon as reasonably practicable if there any Workers or Supplier Staff providing services to the Buyer who are contracting, begin contracting, or stop contracting via an intermediary which meets one of conditions A-C set out in section 61N of the Income Tax (Earnings and Pensions) Act 2003 and/or Regulation 14 of the Social Security Contributions (Intermediaries) Regulations 2000.
- 31.6 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains requirements that:
- 31.6.1 the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 31.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
 - 31.6.2 the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
 - 31.6.3 the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with clause 31.2 or confirms that the Worker is not complying with those requirements; and
 - 31.6.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

32 CONFLICT OF INTEREST

- 32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

- 32.2 The Supplier must promptly notify and provide details to the Buyer if an actual, perceived or potential Conflict of Interest happens or is expected to happen.
- 32.3 The Buyer will consider whether there are any reasonable steps that can be put in place to mitigate an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such steps do not or will not resolve an actual or potential Conflict of Interest, the Buyer may terminate the Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and, subject to clause 32.4, where the reason for the unresolvable actual or potential Conflict of Interest is in the reasonable opinion of the Buyer
- 32.3.1 outside of the control of the Supplier, clauses 11.5.1.2 to 11.5.1.7 shall apply
- 32.3.2 within the control of the Supplier, the whole of clause 11.5.1 shall apply.
- 32.4 Where the Supplier has failed to notify the Buyer about an actual or potential Conflict of Interest and the Buyer terminates under clause 32.3, the whole of clause 11.5.1 shall apply.

33 REPORTING A BREACH OF THE CONTRACT

- 33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of Law, clause 13.1, or clauses 27 to 32.
- 33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 33.1 to the Buyer or a Prescribed Person.

34 FURTHER ASSURANCES

- 34.1 Each Party will, at the request and cost of the other Party, do all things which may be reasonably necessary to give effect to the meaning of this Contract.

35 RESOLVING DISPUTES

- 35.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute by commercial negotiation.
- 35.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution ("**CEDR**") Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 35.3 to 35.5.
- 35.3 Unless the Buyer refers the dispute to arbitration using clause 35.4, the Parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction.
- 35.4 The Supplier agrees that the Buyer has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 35.5 The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 35.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 35.4.
- 35.6 The Supplier cannot suspend the performance of the Contract during any dispute.

36 WHICH LAW APPLIES

- 36.1 This Contract and any issues or disputes arising out of, or connected to it, are governed by English law.

V. Annex 1 – Processing Personal Data

Part A Authorised Processing Template

This Annex shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Annex shall be with the Controller at its absolute discretion.

The contact details of the Controller's Data Protection Officer are:

Sarah Gallear, Information Governance manager, sgallear@warrington.gov.uk, 01925 442405

The contact details of the Processor's Data Protection Officer are:

Kirsty Capper, Executive Director of Resources, KirstyC@wha.org.uk, 01925 246810

The Processor shall comply with any further written instructions with respect to processing by the Controller.

Any such further instructions shall be incorporated into this Annex.

Description of authorised processing	Details
Identity of Controller and Processor / Independent Controllers / Joint Controllers for each category of Personal Data	<i>The Data Controller is Warrington Borough Council</i> <i>The Data Processor is Warrington Housing Association</i>
Subject matter of the processing	Data required for the logging of tasks in Penketh Court, for the jobs to be assigned and for the completed works to be recorded and invoices issued and datasets provided to the Buyer.
Duration of the processing	For the duration of the contract plus 6 months
Nature and purposes of the processing	To enable WHA to schedule and assign work tasks To enable WHA to keep records of work to be completed and completed works To enable WHA to issue invoices
Type of Personal Data being processed	Names and addresses of tenants Contact details for tenants Security Access arrangements Names and contact information for Warrington Borough Council Staff
Categories of Data Subject	Tenants Warrington Borough Council Staff
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	Upon completion of the data processing activities, the data will be securely returned to the data controller or destroyed, in accordance with the controller's instructions and applicable data protection regulations. Destruction will be carried out using industry-standard secure methods to ensure data is irrecoverable.

	<p>However, if there is a legal obligation to retain specific types of data (e.g., for audit, regulatory, or statutory purposes), such data will be preserved only for the duration required by law and will be securely stored with restricted access. Once the legal retention period expires, the data will be destroyed in line with the above standards.</p>
<p>Locations at which the Supplier and/or its Subcontractors process Personal Data under this Contract and International transfers and legal gateway</p>	<p>The Gateway, 89 Sankey St, Warrington WA1 1SR</p>
<p>Protective Measures that the Supplier and, where applicable, its Subcontractors have implemented to protect Personal Data processed under this Contract against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event (noting that any Protective Measures are to be in accordance with Annex 6 (<i>Security Management</i>), if used)</p>	<p>Measures include, but are not limited to:</p> <ul style="list-style-type: none"> • Access Controls: Role-based access restrictions, multi-factor authentication, and regular access reviews to ensure only authorised personnel can access personal data. • Encryption: Personal data is encrypted both in transit and at rest using industry-standard protocols. • Data Minimisation: Only the minimum necessary personal data is collected and processed, reducing exposure risk. • Regular Security Audits: Periodic internal and external audits to assess and improve data protection practices. • Incident Response Plan: A documented and tested procedure for responding to data breaches or loss events, including notification to the controller and relevant supervisory authorities within the required timeframes. • Subcontractor Due Diligence: All subcontractors are subject to rigorous data protection assessments and contractual obligations to maintain equivalent security standards. • Training and Awareness: Ongoing data protection and cybersecurity training for all staff involved in processing personal data. <p>These measures are reviewed regularly and updated as necessary to maintain compliance with evolving legal and regulatory requirements.</p>

VI. Annex 2 – Specification

REACTIVE REPAIRS & STATUTORY COMPLIANCE FOR PENKETH COURT

SERVICE SPECIFICATION

1. The Service

- 1.1 The Provider shall provide a Service for the provision of logging, allocation and completion of reactive repairs, statutory compliance and window cleaning services for the Penketh Court sheltered housing scheme. The scope of the Service is detailed below.

2. Service Provision

- 2.1 The Provider will carry out all reactive repairs and window cleaning services for tenants and communal areas, repairs to include :
- emergency repairs
 - urgent repairs
 - routine repairs
- 2.2 The Provider is not required to carry out void repairs.
- 2.3 The Provider will provide all legislated compliance activities, including but not limited to :
- gas safety
 - electrical safety (EICRs)
 - fire risk assessments (FRAs)
 - water hygiene (legionella control)
 - asbestos management
 - lift servicing
 - portable appliance testing (PAT)
- 2.4 The Provider will adhere to the following response times :

Repair Type	Response/Completion Time
Emergency	Attend and make safe within 4 hours
Urgent	Complete within 3 working days
Routine	Complete within 21 calendar days

- 2.5 The Provider will ensure that no works orders exceed a variation of £250 of the agreed schedule of repairs provided, without prior approval from the Authority.
- 2.6 The Provider will not replace any components (e.g. white goods, floor coverings, fixtures) without approval from the Authority before procurement or installation.

- 2.7 The Provider shall invoice the Authority monthly, detailing all costs incurred for reactive and compliance works to the specified properties or communal areas, broken down by address or communal area.
- 2.8 All invoices provided must include supporting documentation (e.g. works order reference numbers, compliance certificates).
- 2.9 The Provider to give provide customer portal access to report/check repairs in addition to providing regular reporting from the HomeMaster system to assist with checking of invoices against the status of works orders raised.
- 2.10 The Provider to maintain full records of all completed works, compliance checks and costs.
- 2.11 The Provider will share any data with the Authority on request, and in accordance with the monthly reporting cycle.
- 2.12 The Provider will ensure all works and compliance meet applicable statutory, regulatory, and health and safety requirements.
- 2.13 The Provider shall ensure that all operatives are suitably trained, hold the correct qualifications and certifications for the works they are engaged to complete and are appropriately supervised.

3. Performance Monitoring and Management

- 3.1 The Authority will arrange monthly performance meetings with the Provider.
- 3.2 The agenda will include, but not be limited to :
- review of complaints and resolutions
 - number and categorisation of repairs raised and completed
 - performance data: completion times, customer satisfaction ratings
 - financials: average cost of repairs and total monthly spend
- 3.3 The Provider will record minutes and action points of performance meetings and share with the Authority within 5 working days of each meeting

VII. Annex 3 – Charges

NB: These are indicative pricings as WHA do not work to Schedule of Rates. Subject to 10% management fee.

Commented [JP1]: To be checked : this was provided but also an email saying 10% reduction, I do not know if the reduction is included here

Commented [HS2R1]: Hi, just to clarify. These are indicative pricings as we do not work to Schedule of Rates. The 10% discussed is a management fee to be added to these costs at invoicing, not a reduction

Template Title	Priority	Repair Type	Full Description	Net Total
Damp Install DPC Course	Extended	DMC Works	Survey and install DPC system to tenanted property. Provide report the repairs admin	£3,000.00
DPC	Routine	DMC Works	undertake chemical dpc and make good holes all as specified	£45.00
Skip - Supply & Deliver Skip	Routine	Day to Day	Supply & Deliver Skip for the removal of void and communal debris	£240.00
Carbon Monoxide alarm activation	Emergency	Day to Day	Undertake investigation and report to client. Carry out service and overhaul any type of hard wired carbon monoxide detector, vacuum through vents, test, renew battery as necessary	£240.00
Communal Heating - Schemes	Routine	Day to Day	Attend to fault on Heating system and Plant room heating management system to include but not limited to call of no heating and hot water.	£150.00
Complete failure heating & hotwater	Emergency	Day to Day	Investigate boiler failure, remedy faults including test all wiring and components	£0.00
Cooker Point - Amendment	Routine	Day to Day	Please attend to amend the cooker point following the gas service.	£68.82
Electric Fire & Surround Replacement	Routine	Day to Day	Renew: Electric Fire and surround. Disconnect and clear away and renew with new electric fire and surround, make all connections, test and leave in working order	£470.00
Gas - Commercial - No Heating & No Hot Water	Emergency	Day to Day	Attend to No Heating or Hot water. Gas Boiler	Gas repairs will be charged at an hourly

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				rate plus materials with anything over £250 referred back to the authority for approval
Gas Boiler - Repair	Urgent	Day to Day	Remedy fault to central heating boiler and controls including test all wiring and components, check fuses and appliances, adjust controls, faults, provide report to gas service administrator	See above
Gas Fire - Repair	Routine	Day to Day	Repair focal gas fire, complete turn off/on, repair, reconnect, test and make good.	£65.00
Gas Fire - Replace	Routine	Day to Day	Replace focal gas fire complete, turn off/on supply, remove existing fire, inspect and connect flue plate, fix new fire, reconnect supply, adapt opening, test, make good.	£275.00
Gas Fire Removal & Make Good and Vent	Routine	Day to Day	Isolate gas supply to fire, cut back and remove redundant pipework and make good and isolate. Seal opening, vent, render and set making good to area	£350.00
Gas Leak Emergency	Emergency	Day to Day	Undertake emergency gas repair. Locate leak and rectify, remove defective pipework/appliance part, reinstate with new, test and make safe, provide report to gas service administrator	£110.00
Heating Boiler Leaking Water	Urgent	Day to Day	Attend to any water leak from within or under heating & hot water boiler carry out remedial repairs and report to repairs admin	See above
Leaking pipework part of hot water & heating system mains gas	Urgent	Day to Day	Attend to locate and repair water leak from heating and hot water system (gas system)	See above
CO Alarm - Supply & Fit	Emergency	Gas Servicing	Please attend to Supply & Fit a CO Alarm.	£51.97
Hot Water - Partial Failure to hot water system	Routine	Gas Servicing	carry out remedial repairs to reports of no hot water	See above
Thermostat - Repair	Routine	Gas Servicing	Repair fault with thermostat and leave in working order.	See above
Thermostat - Replace	Routine	Gas Servicing	install or renew room thermostat to central heating system, including making all connections, make good finishes and test.	£110.00
Communal handrails - loose or damaged	Urgent	Day to Day	Refix any type of loose handrail including remove if necessary, clean rail including reforming if required or replugin refix handrail, make good decorations and finishes	£30.00

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Door External - General	Routine	Day to Day	Overhaul external door and frame complete, refix all ironmongery, piece out, make good, resecure architraves, rehang door on 1.5 pair of butt hinges, ease, adjust, touch up decorations. Report to repairs Administrator	£40.00
Door External - Reglaze	Routine	Day to Day	Reglaze unit over 1.00sm with hermetically sealed with 4mm clear float low emissivity (Low E) glass flush edge unit, hack out, glaze new unit to any frames, touch up decoration.	£85.00
Door External - Repair	Routine	Day to Day	Overhaul external door and frame complete, refix all ironmongery, piece out, make good, resecure architraves, rehang door on 1.5 pair of butt hinges, ease, adjust, touch up decorations.	£35.00
Door External Frame - Repair	Routine	Day to Day	Repair external door frame with any rebated with cill to suit single door, bed in mortar, fix to brickwork, sealant, ease, adjust, make good.	£65.00
Door External Ironmongery - Repair	Routine	Day to Day	Repair set of anodised aluminium or similar lever latch or lock furniture.	£65.00
Door External Ironmongery - Replace	Routine	Day to Day	Renew set of anodised aluminium lever latch or lock furniture.	£65.00
Door Internal - Repair	Routine	Day to Day	Ease and adjust door, hung on upto 1.5 pairs of butt hinges, including remove and rehang door as necessary and make good to butt recesses to frame and touch up decorations	£30.00
Door Internal - General	Routine	Day to Day	Ease and adjust door, hung on upto 1.5 pairs of butt hinges, including remove and rehang door as necessary and make good to butt recesses to frame and touch up decorations	£20.00
Door Internal - Replace	Routine	Day to Day	Replace internal with any size embossed panelled internal door, ironmongery and paint to match	£125.00
Door Internal Frame - Repair	Routine	Day to Day	Repairs to internal door frame, glue joints, screw as necessary, clamp up joints, and touch up decorations.	£45.00
Door Internal Frame - Replace	Routine	Day to Day	Renew internal door frame or lining with softwood door lining for single door, plug to brickwork, with new architraves and stops.	£110.00
Door Internal Ironmongery - Repair	Routine	Day to Day	Repair internal door ironmongery, remove and refix, make good	£20.00

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Floor Covering - Repair	Routine	Day to Day	Repair any type of vinyl floor tiles with adhesive to and including approved sheet sub-base including all cutting, labours and clean off.	£35.00
Floor Covering - Replace	Routine	Day to Day	Supply and lay new vinyl floor coverings with adhesive in patch including all necessary cutting of flooring and clean.	£35.00
Floor Finish - Repair	Routine	Day to Day	Renew any floor screed/finish with asphalt flooring or similar to horizontal surfaces, over 1.00sm renew prepare surface and applying 2 coats 19mm asphalt to horizontal surfaces, and remove spoil	£35.00
Fly tipping	Routine	Day to Day	Clear exceptionally littered fly tipping, rubbish, scrap metal, timber, broken glass, garden debris, fallen leaves, fly tipping, building debris, remove an approved tip.	£250.00
Gate Ironmongery - Repair	Routine	Day to Day	Repair any type of gate ironmongery including galvanised steel strap hinges and locking mechanism	£20.00
Joinery - General	Routine	Day to Day	Carry out general joinery inspection and report to repairs administrator	£20.00
Plastering - Ceiling	Routine	Day to Day	Attend to repair any internal ceiling, remove defective plaster to ceiling, prepare and replaster including bonding agent to all joints to existing surfaces and remove spoil.	£20.00
Plastering - Internal Walls	Routine	Day to Day	Hack off defective plaster, rake out and prepare background, float and set to walls including additional coat or dub out as necessary with cement and sand, skim finish and remove spoil.	£60.00
Secure Property security breach front or rear door	Urgent	Day to Day	Board up window or door with 12mm sterling board or plywood board including cut to size nail over window or door (not to frame)	£150.00
	Emergency	Day to Day	Change locks or secure door with 12mm Sterling or plywood board or blockboard including cut to size, and leave secure (per opening).	£178.00
Security breach windows	Emergency	Day to Day	Repair window or replace window lock, board up window with 12mm Sterling or plywood board or blockboard including cut to size, and leave secure (per opening).	£78.00
Stairs - Spindle- Nosing & treads	Routine	Day to Day	Carry out remedial repairs to any staircase and bannister - Overboard spindles on landing area. re-fix handrail. and pin stair nosings if required.	£150.00
WC - Replace Seat (Scheme/Supported only)	Routine	Day to Day	Replace toilet seat	£35.00

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Window - Repair / Replace	Routine	Day to Day	Please repair / replace [delete either as necessary] window	£250.00
Window Frame - Repair	Routine	Day to Day	Repair window frame, including ease and adjust hinges and window locking mechanism and make good finishes	£40.00
Window Ironmongery - Repair	Routine	Day to Day	Repair ironmongery including, stay, fastener, friction hinges, catch or stay pin to ease operation of aluminium window and check, ease and adjust.	£30.00
Window Ironmongery - Replace	Routine	Day to Day	Replace ironmongery to window, stay, fastener, catch or stay pin to ease operation of aluminium window and check, ease and adjust.	£35.00
Mould Wash	Urgent	DMC Works	Please attend to complete a mould wash.	£60.00
Fence Posts - Repair	Routine	Fencing & Gates	Repair and refix any type of loose post including reset any post set in earth or concrete without removing and refixing any post fixed to brickwork, concrete and make good.	£20.00
Fence Posts - Replace	Routine	Fencing & Gates	Replace pcc fence post set in hardcore or concrete ne 100x100mm ne 1.80m long excavate, hardcore or concrete, backfill, remove, refix fencing, remove spoil.	£45.00
Fencing - Repair	Routine	Fencing & Gates	Repairs and make safe any unstable fence and or gate including but not limited to resecure and or refix fencing, brace and or reset and or refix post, rehang gate or resecure.	£35.00
Fencing - Replace	Routine	Fencing & Gates	Replace any interwoven or overlap fence panel ne 1.20x1.80m to existing posts, remove and dismantle existing and remove spoil.	£265.00
Gate - General	Routine	Fencing & Gates	overhaul any type of gate, refix and ease ironmongery, hinges and latches and fixings	£265.00
Gate - Repair Front Gate	Routine	Fencing & Gates	Repair any single fitting timber or metal gate including hinge, gudgeon, band, pivot plate or pivot socket, spring, gate catch or bolt.	£30.00
Gate - Repair Rear Gate	Routine	Fencing & Gates	Repair any single fitting timber or metal gate including hinge, gudgeon, band, pivot plate or pivot socket, spring, gate catch or bolt.	£30.00
Gate - Repair Side Gate	Routine	Fencing & Gates	Repair any single fitting timber or metal gate including hinge, gudgeon, band, pivot plate or pivot socket, spring, gate catch or bolt.	£30.00
Gate - Replace Front Gate	Routine	Fencing & Gates	Replace front gate, timber single leaf gate comprising 0.90m wide x 1.80m high	£265.00
Gate - Replace Rear Gate	Routine	Fencing & Gates	Replace rear gate, timber single leaf gate comprising 0.90m wide x 1.80m high	£265.00

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Gate - Replace Side Gate	Routine	Fencing & Gates	Replace side gate, timber single leaf gate comprising 0.90m wide x 1.80m high	£265.00
Gate Post - Repair	Routine	Fencing & Gates	Repair timber or PCC post refix all ironmongery and remove spoil	£20.00
Gate Post - Replace	Routine	Fencing & Gates	Replace pcc fence post or timber spur set in hardcore or concrete ne 100x100mm ne 1.50m long excavate, hardcore or concrete, backfill, remove, refix fencing, remove spoil, reinstatement.	£60.00
Pest Control - SC	Routine	Day to Day	Eradicate rats/wasps internally or within the garden confines of any dwelling, by Specialist pest control officer	£80.00
Deep Clean of Property	Routine	Day to Day	Carry out deep clean of property and report back to administrator when completed.	£0.00
Cooker Control Unit - Repair	Routine	Day to Day	Isolate/reconnect supply, repair 45/50 amp surface mounted plastic cooker unit, mounting-box, DP switch, remake connections, undertake electrical tests, make good.	£55.00
Cooker Control Unit - Replace	Routine	Day to Day	Isolate/reconnect supply, renew 45/50 amp surface mounted plastic cooker unit, mounting-box, DP switch, remake connections, undertake electrical tests, make good.	£55.00
Door Bell - Replace	Routine	Day to Day	Renew battery operated wireless controlled door bell of any type, complete with batteries, fixing to any background, remove existing fitting, test, make good and leave in working order.	£60.00
Door Warning Light - Repair	Urgent	Day to Day	repair visual aid, strobe type or any visual indicator	£65.00
Electric Economy 7 Unit - Repair	Routine	Day to Day	Isolate/reconnect supply, renew or supply and install immersion booster switch with and box fixed to walls, remake connections, tests and make good.	£45.00
Electric Economy 7 Unit - Repair - LSE	Routine	Day to Day	Isolate/reconnect supply, renew or supply and install immersion booster switch with and box fixed to walls, remake connections, tests and make good.	£45.00
Electric Timer Clock / Programmer - Replace	Routine	Day to Day	Renew heating time clock including make all connections and test.	£45.00
Electric Timer Clock/Programmer - Repair	Routine	Day to Day	Repair heating time clock including make all connections and test.	£35.00

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Electrical - General	Routine	Day to Day	Locate fault in domestic property circuit or connections, test, minor renewals or repairs to remedy fault (material cost ú5.00), report to CR (can only be claimed if instructed by CR).	£30.00
Electrical - General - LSE	Routine	Day to Day	Locate fault in domestic property circuit or connections, test, minor renewals or repairs to remedy fault (material cost ú5.00), report to CR (can only be claimed if instructed by CR).	£30.00
Electrical Partial Loss of Lighting	Urgent	Day to Day	attend to partial loss of lighting, including locate fault and rectify, isolate circuit and install temporary circuit if required, check and test all outlets and connections required carry out any repair works required and renew as necessary wiring and components.	£165.00
Electrical partial loss of power urgent	Urgent	Day to Day	Locate fault in domestic property circuit or connections, test, minor renewals or repairs to remedy fault (material cost ú5.00), report to CR (can only be claimed if instructed by CR).	£110.00
Electrical Total loss of power emergency	Emergency	Day to Day	Undertake inspection and testing etc and report to client with findings. Locate and repair fault	£110.00
Faulty light switch/socket	Urgent	Day to Day	Isolate/reconnect supply, renew 5 amp ne 3 gang single pole moulded plastic plate switch, or double socket remake connections, tests, make good.	£45.00
Light Fitting External - Repair	Routine	Day to Day	Isolate supply, remove and securely refix and reconnect any type of external light fitting including all tests and make good on completion, and remove waste and debris.	£30.00
Light Fitting External - Replace	Routine	Day to Day	Replace external light. Isolate supply, remove and securely refix and reconnect any type of external light fitting including all tests and make good on completion, and remove waste and debris.	£60.00
Light Switch - Repair	Urgent	Day to Day	:Isolate/reconnect supply, repair 5 amp ne 3 gang single pole moulded plastic plate switch, remake connections, tests, make good.	£30.00
Light Switch - Replace	Routine	Day to Day	:Isolate/reconnect supply, renew 5 amp ne 3 gang single pole moulded plastic plate switch, remake connections, tests, make good.	£35.00
Lighting - Bare wires	Emergency	Day to Day	Domestic installation to occupied property complete, disconnect illegal wiring and components and report to repairs administrator	£110.00

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Loss of communal/emergency lighting	Emergency	Day to Day	Repair and test communal lighting .Isolate/reconnect supply, renew self contained re-chargeable battery pack to any self contained emergency light fitting, replace battery unit, remake all connections, test.	£110.00
Loss of hot water Electrical	Urgent	Day to Day	Attend to loss of water Turn off/on water supply, drain down/refill, renew length of up to 28mm diameter alkathene pipe ne 1.00m long with couplings and fittings, test all excavation, backfill/cart away, reinstatement.	£110.00
partial loss of lighting	Urgent	Day to Day	Locate fault in domestic lighting circuit or connections, carry out repairs required, test and provide report to repairs administrator	£110.00
Partial loss of power	Urgent	Day to Day	Locate fault in domestic power circuit or connections, carry out repairs required, test and provide report to repairs administrator	£110.00
Shower - Repair - Electric	Routine	Day to Day	Carry out any repair to shower unit, disconnect/reconnect to water and electrical supplies including shower circuit, RCD, MCB 45A, DP switch adjust pipework fill, test, certificate, make good.	£65.00
Shower - Replace - Electric	Routine	Day to Day	Replace 8.5KW-9kw shower unit connect to water and electrical supplies including shower circuit, RCD, MCB 45A, DP switch adjust pipework fill, test, certificate, make good.	£450.00
Shower - Supply and Fit - Electric Shower	Routine	Day to Day	Supply and install new ne 8.5KW shower unit connect to water and electrical supplies including shower circuit, RCD, MCB 45A, DP switch adjust pipework fill, test, certificate, make good.	£450.00
Shower Pump (Electrical) repair/replace	Routine	Day to Day	Isolate/reconnect. repair or replace proprietary pump water pump for shower waste.	£250.00
Socket - Repair	Urgent	Day to Day	Repair 13 amp double or single moulded plastic switch socket, test connections, make connections, tests, make good.	£30.00
Socket - Replace	Routine	Day to Day	Replace 13 amp double or single moulded plastic switch socket outlet, make connections, tests, make good.	£35.00
Total Loss of Power	Emergency	Day to Day	Investigate loss of power, inform utilities company, Locate fault in domestic power circuit or connections, carry out repairs required, test and provide report to repairs administrator	£110.00

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Unsafe electrical sockets/lights	Emergency	Day to Day	Test domestic installation, complete, disconnect repair and renew as necessary illegal wiring and components, and provide report and NICEIC test certificate	£110.00
Extractor Fan - Repair	Routine	DMC Works	Overhaul any kind of domestic extractor fan, dismantle and reassemble, clean and oil, test and leave in working order.	£65.00
Faulty Smoke Alarms	Urgent	Fire Risk	overhaul and service any type of smoke detector, vacuum through vents, renew battery as necessary	£78.00
Smoke Alarm - Battery	Urgent	Fire Risk	Replace any type of smoke alarm battery	£25.00
Smoke Alarm - General	Urgent	Fire Risk	Undertake service and overhaul any type of hard wired smoke detector, vacuum through vents, test, renew battery as necessary.	£65.00
Smoke Alarm - Repair	Urgent	Fire Risk	Repair mains operated ionisation smoke detector make connections, junction box, test and make good on completion.	£30.00
Smoke Alarm Install	Routine	Fire Risk	Install AICO smoke detectors to all floors in the property. Replacement dates and location to be recorded in Homemaster and on any submitted invoices	£180.00
TV Aerial System - Repair	Routine	Day to Day	Repair communal TV Aerial at scheme, investigate fault in digital TV aerial or receiver, remedy fault renewing parts or components, test.	£65.00
TV Aerial System - Replace	Routine	Day to Day	Replace communal TV system at scheme, with digital TV aerial and receiver, test.	£150.00
Failure of monitoring systems	Emergency	Day to Day	Attend to locate fault and rectify monitoring system, replace parts and wiring as necessary and test, provide report to repairs administrator	£110.00
Warden call system failure	Emergency	Day to Day	Repair warden call unit including all necessary wiring, connectors and fixings and leave in working order.	£110.00
Door Entry System - Communal / Main	Emergency	Door Entry Maintenance	Supply and install proprietary door entry system comprising remote lock control, internal/external speaker system including all necessary wiring, connections and make good.	£110.00
Door Entry System - Individual	Urgent	Door Entry Maintenance	Disconnect, clear away and renew intercom kit complete, make all necessary connections, leave in working order on completion.	£78.00
Door Entry System - Warden Call Unit	Emergency	Door Entry Maintenance	Repair warden call unit including all necessary wiring, connectors and fixings and leave in working order.	£110.00
Bath - Blocked Waste	Routine	Day to Day	Clear blockage to waste fitting, pipe or trap, flush out and test	£70.00

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Bath - General	Routine	Day to Day	Remove and refix bath, remove/refix panels, framing, skirting, drain/refill system, disconnect, reconnect all pipework, service valves, test, sealant, make good	£70.00
Bath - Leak to Waste Pipe	Routine	Day to Day	Clear blockage to waste fitting, pipe or trap, flush out and test	£55.00
Bath - Replace Bath	Routine	Day to Day	Renew up to 1700mm long 8mm thick Acrylic bath complete with taps, waste, plug, chain, service valves, bath panels, splashback, silicone sealant, connections, cross bond, test.	£450.00
Bath - Sealant to Bath	Routine	Day to Day	Seal around bath with silicone sealant including remove existing bead, clean and prepare and reseal	£35.00
Bath Panel - Repair	Routine	Day to Day	Remove and repair and refix any bath panel (side or end) including any corner angle trim, skirting etc	£35.00
Bath Panel - Replace	Routine	Day to Day	Renew or supply and fix proprietary acrylic side or end bath panel, colour to match, all plinths, trims, corner pieces, securely fixed with brackets and make good.	£55.00
Bath Taps - Repair	Routine	Day to Day	Overhaul any type of tap, dismantle and renew any parts, reseating, repacking gland, resecure tap, cleaning down stem, reassemble, and test on completion.	£55.00
Bath Taps - Replace	Routine	Day to Day	Renew pair of 22mm cp pillar taps to bath, turn off/on water supply, remove bath panel to gain access, refix on completion, test and made good.	£75.00
Burst water main	Emergency	Day to Day	Turn off/on water supply, drain down, renew ne 1.00m length of any pipe, ne 28mm diameter including all bends, connectors, fittings, reinstate pipe lagging, test.	£78.00
Communal Heating Radiator Leak	Urgent	Day to Day	Radiator Leak on communal heating. Attend to repair and make good, test and leave in working order	£40.00
Copper pipework repair	Routine	Day to Day	Carry out repair to any copper pipework, make good to joint and test.	£30.00
Drains - Blocked Drains	Urgent	Day to Day	Clear blocked drain run by pressure jet, remove and refix manhole covers and gratings, flush out, test and remove spoil.	£78.00
Drains - General	Routine	Day to Day	Client inspection, test, report to client on any repairs to be undertaken	£55.00

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Leak - General Water Leak	Urgent	Day to Day	Locate water leak and carry out remedial repairs to rectify and make good.	£80.00
partial loss of water supply	Urgent	Day to Day	Locate fault to water supply. Isolate/reconnect, repair to pipework and all necessary repairs, test and issue report to repairs administrator	£78.00
Plumbing General Day to Day	Routine	Day to Day	Carry out remedial plumbing works to tenanted property -	£100.00
Shower hose and riser	Routine	Day to Day	Renew shower kit comprising slide bar, handspray and flexible tube, disconnect and remove old and fit new kit and reconnect existing pipework.	£95.00
Shower Tray - Supply and Fit	Routine	Day to Day	Renew acrylic shower tray, anti-slip finish with with cp waste, connect to waste pipe, seal joint, make good, refix rails, doors etc.	£235.00
Sink Unit - Blocked Waste	Routine	Day to Day	Clear blockage to sink waste fitting, pipe or trap, flush out and test, remove and refix any access panels etc. as necessary	£20.00
Sink Unit - Leak to Waste Pipe	Routine	Day to Day	Repair leak to sink unit waste fitting, pipe or trap, flush out and test, remove and refix any access panels etc. as necessary,	£60.00
Sink Unit Taps - Repair	Routine	Day to Day	Repair pair 15mm cp pillar taps to sink unit.	£35.00
Sink Unit Taps - Replace	Routine	Day to Day	Replace pair 15mm cp pillar taps to sink unit, turn off/on water supply, disconnect, remove old, connect new taps,	£65.00
Stopcock - leaking	Urgent	Day to Day	Repair leak to stopcock including turn water off/on, drain down/refill as required, repack, reseal stopcock, deburr spindle and test.	£50.00
Total Loss of Water	Emergency	Day to Day	Investigate loss of water, inform united utilities, locate fault and rectify, repair to repairs administrator.	£178.00
Uncontrolled water leaks/no means of isolation	Emergency	Day to Day	Attend to isolate uncontrolled water leak from pipework defect. Install isolation valve and repair. Report to repairs administrator with further works	£178.00
water overflow - wc/shower/water tank	Routine	Day to Day	Repair/replace any overflow ne 6m long with 19mm plastic pipe and fittings including cut any holes in structure or finishes, make good and test.	£35.00
WC - Blocked Waste	Urgent	Day to Day	Clear blockage to waste fitting, pipe or trap, flush out and test, remove and refix any access panels etc. as necessary, remove debris on completion, make good any finishes disturbed.	£35.00

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WC - General	Routine	Day to Day	Carry out inspection and overhaul WC and provide report to repairs administrator	£35.00
WC - Leak to Waste Pipe	Urgent	Day to Day	Repair leak to WC waste fitting, pipe or trap, flush out and test, remove and refix any access panels etc. as necessary	£35.00
WC - Not Flushing	Routine	Day to Day	Attend to WC Not Flushing: overhaul any type of cistern, if necessary replace siphon and any parts, remake joints, including turn off/on water supply, test on completion and leave cistern in working order	£35.00
WC Blocked only one	Urgent	Day to Day	Clear blockage to WC waste fitting, flush out and test, remove and refix any access panels etc. as necessary, remove debris on completion, make good any finishes disturbed.	£35.00
WC Cistern - Overflow	Routine	Day to Day	Repair/replace any overflow ne 6m long with 19mm plastic pipe and fittings including cut any holes in structure or finishes, make good and test.	£45.00
WC Cistern - Replace	Routine	Day to Day	Replace any type of cistern, if necessary renew any parts including lid, remake joints, including turn off/on water supply, test on completion and leave cistern in working order.	£240.00
WC Pan - Replace	Routine	Day to Day	Replace any type of WC pan , if necessary renew any parts including lid, remake joints, including turn off/on water supply, test on completion	£110.00
WC Pan / Cistern - Resecure	Routine	Day to Day	Overhaul any type of cistern, resecur, if necessary renew any parts, test on completion.	£30.00
WHB - Blocked Waste	Routine	Day to Day	Clear wash hand basin waste fitting, pipe or trap, flush out and test, remove and refix any access panels etc. as necessary,	£30.00
WHB - Leak to Waste Pipe	Routine	Day to Day	repair leak to waste fitting, pipe or trap, flush out and test, remove and refix any access panels etc. as necessary, remove debris on completion, make good any finishes disturbed.	£50.00
WHB - Replace WHB	Routine	Day to Day	Renew wash hand basin complete with pedestal, taps, waste, service valves, chain, trap, make all connections, test, splashback, silicone sealant, cross bond.	£225.00
WHB - Secure WHB	Routine	Day to Day	Refix wash hand basin including brackets/pedestal.	£50.00
WHB Taps - Repair	Routine	Day to Day	Repair pillar taps to basin, turn off/on water supply, disconnect, remove old, c test.	£70.00

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WHB Taps - Replace	Routine	Day to Day	Replace any basin taps including pair 15mm cp ceramic disc pillar taps to basin, turn off/on water supply, disconnect, remove old, connect new taps, test.	£70.00
Cesspit/Septic Tank - Repair/Clean	Urgent	Day to Day	Please attend to repair/clean the cesspit/septic tank.	£0.00
Drains - Clean Out Gullies	Routine	Day to Day	Clear blockage to gully including rodding as necessary, flush with clean water and removal of debris	£55.00
Drains: unblock drains	Urgent	Day to Day	Clear blocked drain run by pressure jet, remove and refix manhole covers and gratings, includes all hire charges, flush out, test and remove spoil.	£65.00
Main drain blocked	Emergency	Day to Day	Clear blocked drain run by pressure jet, remove and refix manhole covers and gratings, includes all hire charges, flush out, test and remove spoil.	£78.00
Asbestos Management - Targeted Survey	Routine	MRP - Asbestos	Carry out Asbestos Survey to unoccupied property provide report to WHA Admin - Targeted refurbish and demolition survey to all areas relating to a heating, kitchen and bathroom install with management to the remainder, unless specified otherwise.	£120.00
Electric Immersion Heater - Repair	Routine	Day to Day	Isolate and disconnect faulty immersion heater, fix temporary sealing box to exposed cable and leave safe or repair and make good	£45.00
Electric Immersion Heater - Replace	Routine	Day to Day	Isolate/reconnect supply, drain down/refill, renew 3KW alloy bottom entry immersion heater to copper cylinder, test, vent refix, test, reset thermostat, make connections	£65.00
Electric Immersion Heater - Replace- LSE	Routine	Day to Day	Isolate/reconnect supply, drain down/refill, renew 3KW alloy bottom entry immersion heater to copper cylinder, test, vent refix, test, reset thermostat, make connections	£65.00
Electric Storage Heater - Repair	Routine	Day to Day	Isolate supply, disconnect existing, repair ne 3.4 kilowatt storage heater, make all connections, including fixing securely to wall, electrical tests and leave in working order.	£65.00
Electric Storage Heater - Replace	Routine	Day to Day	Please replace electrical storage heater as per quote.	£600.00

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Electric Storage Heater - Replace - LSE	Routine	Day to Day	Isolate supply, disconnect existing, clear away and renew ne 3.4 kilowatt storage heater, make all connections, including fixing securely to wall, electrical tests and leave in working order.	£380.00
Electric Wall Heater - Repair	Routine	Day to Day	Attend to carry out repair and service to any type of wall heater.	£45.00
Electric Wall Heater - Replace	Routine	Day to Day	Isolate supply, disconnect, clear away and renew or install ne 2 kilowatt wall mounted fan heater with 24hr timer, fix to wall, make connections, reconnect electricity, tests.	£135.00
60	Safety Check	Day to Day	Please attend to repair/replace the hard-wired smoke alarm.	£60.00
Light Fitting - Repair	Urgent	Day to Day	Repair Lamp or Battenholder: Isolate/reconnect supply, remove/refix any type of pendant lampholder or battenholder and the like, refix loose rose, prepare cable ends, remake connections, tests and make good.	£30.00
Light Fitting - Replace	Routine	Day to Day	Replace Lamp or Battenholder: Isolate/reconnect supply, remove/refix any type of pendant lampholder or battenholder and the like, refix loose rose, prepare cable ends, remake connections, tests and make good.	£40.00
Loss of Heating Electrical	Urgent	Day to Day	controller, isolate supplies, Attend to carry out repair disconnect controller, install new controller, reconnect supplies, test operation of controller, remove waste and debris.	£110.00
Smoke Alarm - Replace	Urgent	Fire Risk	Isolate/reconnect supply, supply and install mains operated ionisation smoke detector make connections, junction box, test and make good on completion. NOTE: A SMOKE ALARM MUST BE INSTALLED ON EACH FLOOR OF A PROPERTY - EXPIRY DATES OF NEW INSTALLS AND ALRMS ALREADY INSITU MUST BE RECORDED ON HOMEMASTER AND INVOICE. ANY OUT OF DATE ALARMS MUST BE REPLACED.	£160.00
EICR	Routine	Periodic Electricals	Please attend to carry out an EICR at this property.	£112.50

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EICR - Remedial Works	Routine	Periodic Electricals	Carry out remedial electrical repairs, repairs/replace accessories locate fault and rectify including circuits deteriorations, defects or other causes for concern as identified, including all C1 & C2 actions. including and not limited to disconnecting any illegal wiring and make safe.	£250.00
EICR - Smoke Detection	Urgent	Periodic Electricals	Install/Replace Smoke Detection. The contractor shall design, install and commission a domestic fire detection system with the use of Aico optical smoke alarms and Aico heat alarms. As a minimum requirement smoke alarms shall be located within circulation areas such as halls, stairs and landings at a rate of 1 per floor or a maximum of 3 meters from any one bedroom. All smoke and heat alarms shall be connected by the means of radio linked devices.	£350.00
Mutual Exchange Electrical Checks	Routine	Periodic Electricals	TEST: Occupied Property. Test domestic installation to occupied property complete, disconnect repair and renew as necessary illegal wiring and components and provide report and NICEIC test certificate. Carry out remedial repairs to all C1 and C2 items. Test smoke alarms and carbon monoxide detectors and replace faulty or out of date items as necessary., either radio linked or heard wired detectors.	£80.00
Electric Fire Repair	Routine	Day to Day	Radiant Fire - Repair focal point radiant fire, check all connections replace parts and test and leave in working order	£75.00
Door External Lock - Change / Replace	Routine	Day to Day	Renew any type of lock/cylinder to PVCu or timber door, drilling out old cylinder/lock, replacing with new matching cylinder/lock complete with 2 No. keys, make good, test, leave in proper working order.	£65.00
Door External Lock - Repair	Routine	Day to Day	Overhaul and lubricate multipoint locking system to PVCu door	£65.00
Door Internal Ironmongery - Replace	Routine	Day to Day	Renew set of anodised aluminium lever latch or lock furniture.	£65.00

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Attend dwelling, waiting time for instruction to gain entry to front door and rear door and change locks

Eviction Attendance	Routine	Day to Day		£120.00
Keys: Supply Additional Keys as per request	Routine	Day to Day	Additional Keys as per Officers request.	£50.00
Carpets - Install Carpets as per Survey	Routine	Day to Day	Install floor coverings/carpets as per quote	£2,000.00
Emergency Lighting - Repair and Test	Urgent	Day to Day	attend to carry out repair and service to emergency lighting installation	£110.00
Emergency Lighting - Repair and Test	Emergency	Day to Day	attend to carry out repair and service to emergency lighting installation	£110.00
Fire Alarm Call Point	Urgent	Day to Day	Replace Fire Alarm Call point break glass	£120.00
Fire Door - Repair	Routine	Fire Risk	Inspect & remediate fire door to a compliant standard	£250.00
Fire Door - Replace	Routine	Fire Risk	Replace as per quote:	£250.00
Fire Protection - Passive Fire Protection Work	Extended	Fire Risk	Carry out passive fire protection works as per your quote.	£2,500.00
Bi-Annual Emergency Light Testing	Service Contract	Fire/Lights Maintenance	Please attend (6 Monthly) to Complete the Emergency Light Testing.	£600.00

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Dorguard Fire Door Retainer	Routine	Fire/Lights Maintenance	Attend to check and test Dorguard Fire Door Retainer. Replace Batteries and carry out repair and test - leave in working order. (Do not use Dorguard if un - operational) Please carry out remedials as per agreed quote.	£95.00
Emergency Lighting - Remedial	Routine	Fire/Lights Maintenance	Please report to firesafety@wha.org.uk once complete	£250.00
Emergency Lighting Service - 3 Hour	Service Contract	Fire/Lights Maintenance	Please attend to carry out a 3 Hour Emergency Lighting Service.	£80.00
Fire Alarm - Panel Failure	Emergency	Fire/Lights Maintenance	Renew fire alarm panel and zones, isolate supply, disconnect circuits, remove existing panel, reconnect circuits, test system, connection to off site warning system, clean up.	£110.00
Fire Alarm - Repair Fire Alarm	Emergency	Fire/Lights Maintenance	Attend and carry repair to fire alarm system complete to block of dwellings or scheme, provision of minor parts as necessary, undertake all tests, make good.	£165.00
Fire Alarm - Service Fire Alarm	Routine	Fire/Lights Maintenance	Attend and carry out service to fire alarm installation complete to block of dwellings or scheme, provision of minor parts as necessary, undertake all tests, make good.	£170.00
Fire Extinguisher - Replace	Routine	Fire/Lights Maintenance	Renew or supply and fix appropriate fire extinguisher Class A and B fires, supply and fix bracket fixed to wall, dispose of existing extinguisher	£100.00
Fire Extinguisher - Service	Extended	Fire/Lights Maintenance	Carry our fire extinguisher service to all class of extinguishers	£270.00
Gutters - Clean Out	Routine	Day to Day	Clean out debris from gutters to each elevation to any type of property including flush out and test, rod downpipe including clean out gulley and remove spoil on completion	£45.00
Gutters - Repair	Routine	Day to Day	Take down any PVCu gutter, repair and refix brackets to fascia and refix gutter to brackets to line and level including all angles, outlets and stop ends and remake all joints.	£45.00
Gutters - Repair - LSE	Routine	Day to Day	Take down any PVCu gutter, repair and refix brackets to fascia and refix gutter to brackets to line and level including all angles, outlets and stop ends and remake all joints.	£45.00
Gutters Downspouts - Repair	Routine	Day to Day	Repair any PVCu downspout, refix brackets, align, remake all joints	£45.00

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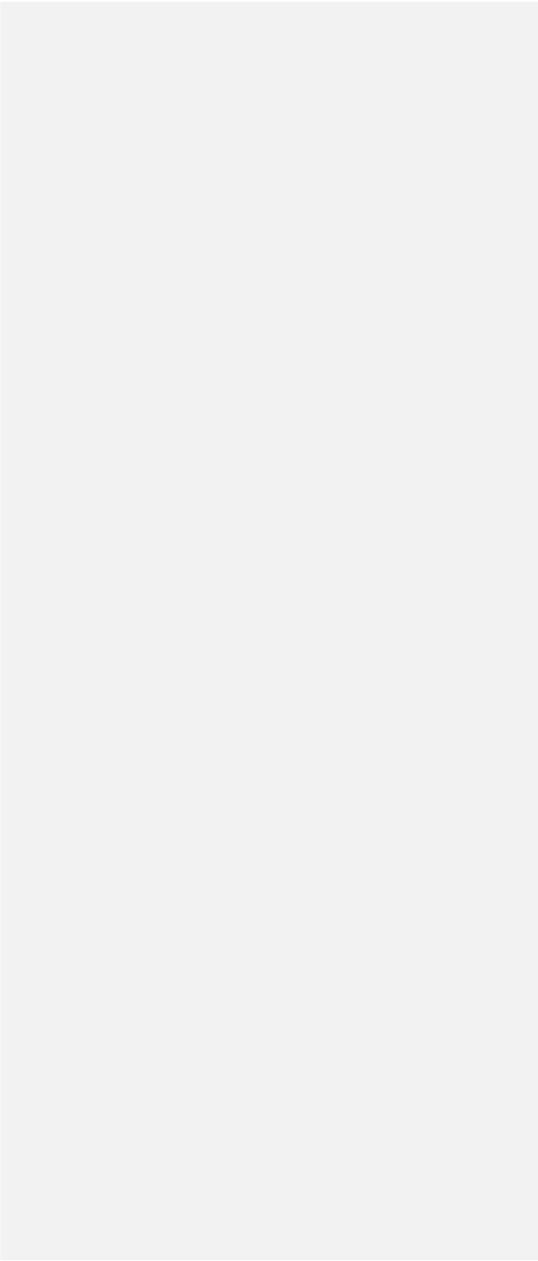
Gutters Downspouts - Replace	Routine	Day to Day	Renew round or square PVCu downpipe to ne 2 storey dwelling complete with new brackets branches, offset projections, hopperhead, shoe, terminal, slate, cut, make joints, make good.	£90.00
Gutters Rainwater Pipes - Repair	Routine	Day to Day	Take down any PVCu downpipe, remove and refix pipe brackets, fixed to brickwork and refix downpipes including all hopperheads offsets, shoes remake all joints, make good structure, finishes.	£20.00
Main Roof - General	Routine	Day to Day	Overhaul interlocking tile roof, refix loose tiles/slates, renew tiles/slates to match existing, redress, rewedged, repoint all flashings, aprons, gutters etc, renew fillets, repoint ridges.	£70.00
Porch Roof - General	Routine	Day to Day	Carry out repairs to porch roof, remove and refix tiles/slates, flashings and repoint.	£40.00
Porch Roof - Hip Tiles	Routine	Day to Day	Remove and refix or replace any loose ridge or hip tiles edge bedded onto roof tiles and with solid bedding at butt joints in coloured mortar	£40.00
Porch Roof - Lead Flashings	Routine	Day to Day	Take off lead flashing, hack out pointing, clean out groove of brickwork, refix flashing and wedge with lead and repoint in mastic.	£40.00
Roof Leak/water ingress	Routine	Day to Day	Attend to carry out repairs to roof leak, report to repairs administrator with findings	£55.00
Pendant Alarms	Routine	Day to Day	Please supply X pendant alarms Please deliver to 89 Sankey Street, Warrington, WA1 1SR	£250.00
Obscene/racist graffiti	Emergency	Day to Day	Attend site to remove any graffiti, obscene/racist graffiti must be removed within 24hrs	£78.00
ORBIS CALLOUT:	Routine	Day to Day	Orbis Call Out:	£250.00
Paving - General	Routine	Groundworks	Lift any size existing paving flag, fill and compact hardcore to soft spots and rebed existing flags on 25mm bed of cement mortar, point up joints.	£20.00
Paving - Repairs to Tarmac Pav	Routine	Groundworks	Repair asphalt flooring to road and pavement surfaces, over 1.00sm renew prepare surface and up to 19mm asphalt to surfaces, and remove spoil.	£50.00
Paving - Take up and Relay	Routine	Groundworks	Lift any size existing paving flag, fill and compact hardcore to soft spots and rebed existing flags on 25mm bed of cement mortar, point up joints.	£30.00

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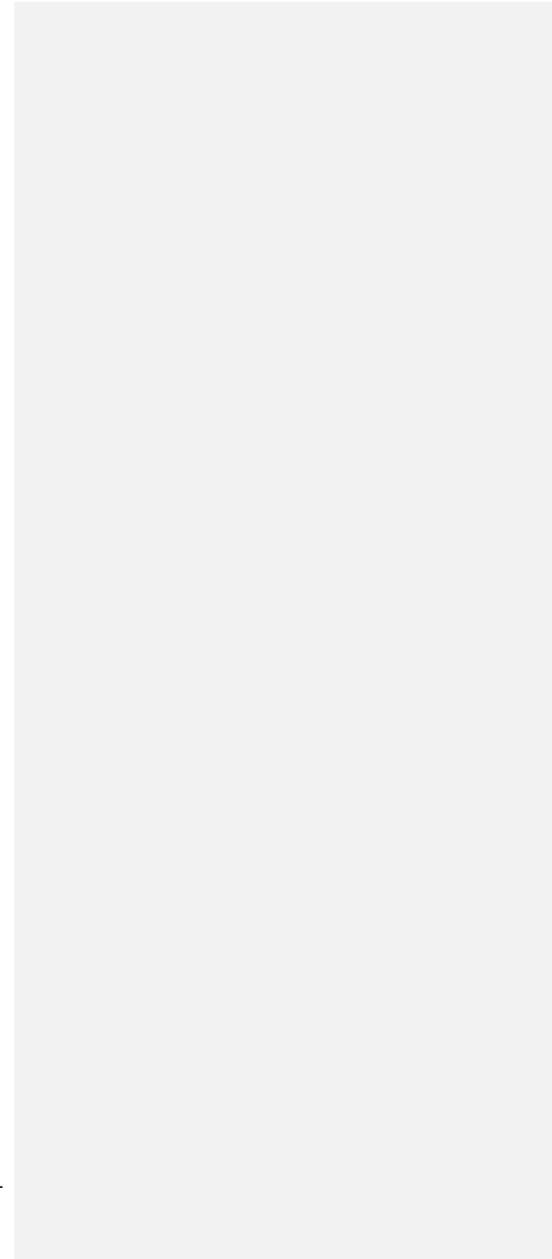
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Paving - Take Up and Renew	Routine	Groundworks	Lift existing paving and replace with new pcc paving, fill and compact hardcore to soft spots and rebed existing flags on 25mm bed of cement mortar, point up joints.	£80.00
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VIII. Annex 4 – Supplier Offer



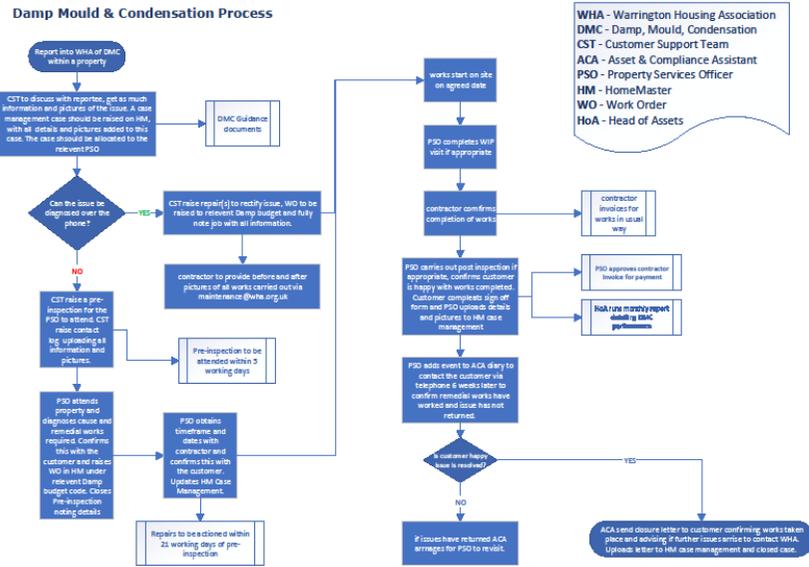


Indicative categorisation of Damp & Mould Growth

Categorisation is indicative and is not intended to replace HHSRS classification but act as a guide to be used when damp and mould is seen. This will support colleagues with understanding the severity of the Damp & Mould and provide as much detail as possible when reporting.

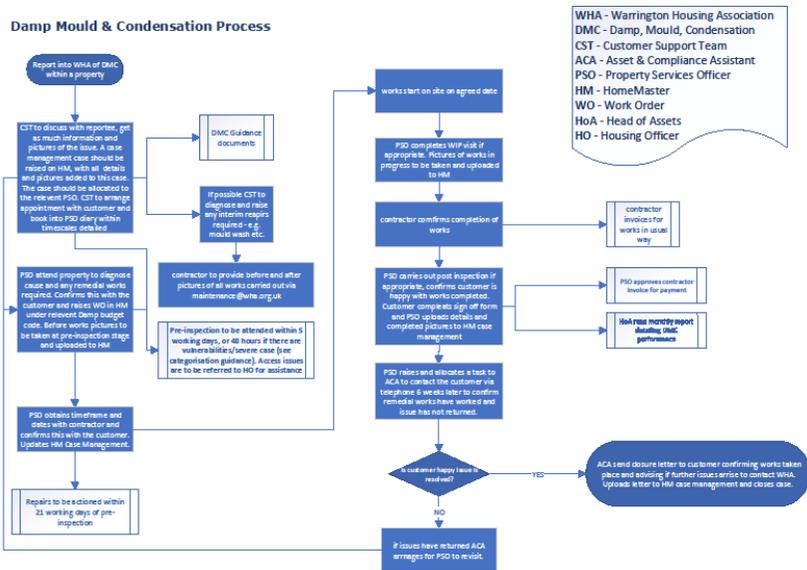
Things to consider when reporting Damp & Mould			
<ul style="list-style-type: none"> The more serious the damp and mould problem and the longer it is left untreated, the worse the health impacts and risks are likely to be. If a tenant raises concerns about the symptoms they are experiencing as a result of exposure to mould, they should consult a healthcare professional. Medical evidence is not a requirement for action, and damp and mould should always be addressed promptly. Vulnerabilities: People living with a mental health condition, health or age-related vulnerabilities may be less able to report issues and act on advice. Pre-existing conditions such as allergies, COPD, Asthma, weakened immune systems, pregnant women, children and young people are more vulnerable to the health impacts of damp and mould. We may need to adjust our service to vulnerable customers. 			
Classification	Description	Risk & Actions	
Severe May also be referred to as Category 1 Hazards Or Band A-C	<ul style="list-style-type: none"> Heavy presence of mould to any occupied room, or regular presence of mould across multiple locations. Heavy presence of damp to any occupied room, or regular damp areas across multiple locations. Presence of spores to many locations, unpleasant smell in room. Room has been vacated and deemed unfit for habitation in current condition. 	<ul style="list-style-type: none"> Immediate risk to health and asset. Immediate intervention needed; if staff member has identified, report it to CST and a case and inspection will be arranged. There may be a requirement to complete urgent works to mitigate the risk or decant the customer. This is arranged by the PSO and/or HO. 	

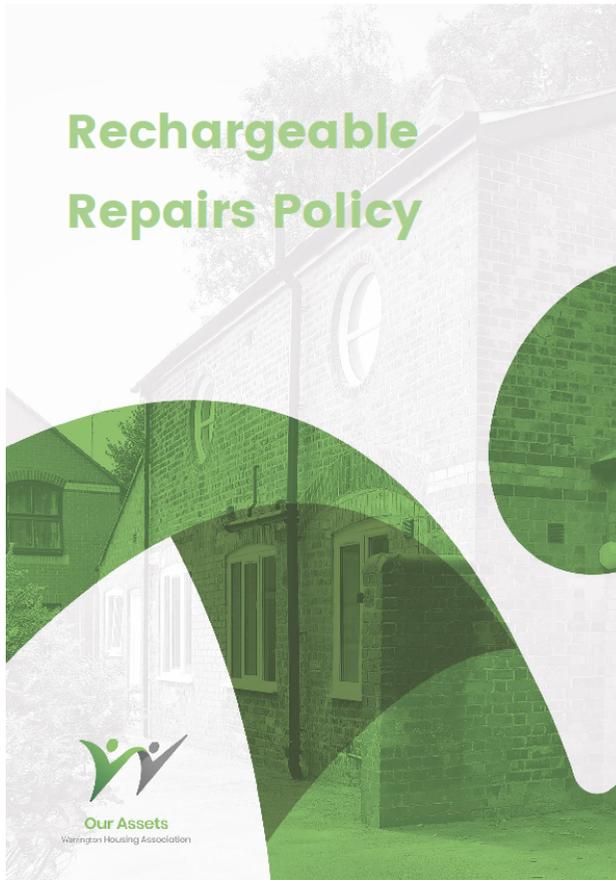
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Damp Mould & Condensation Process





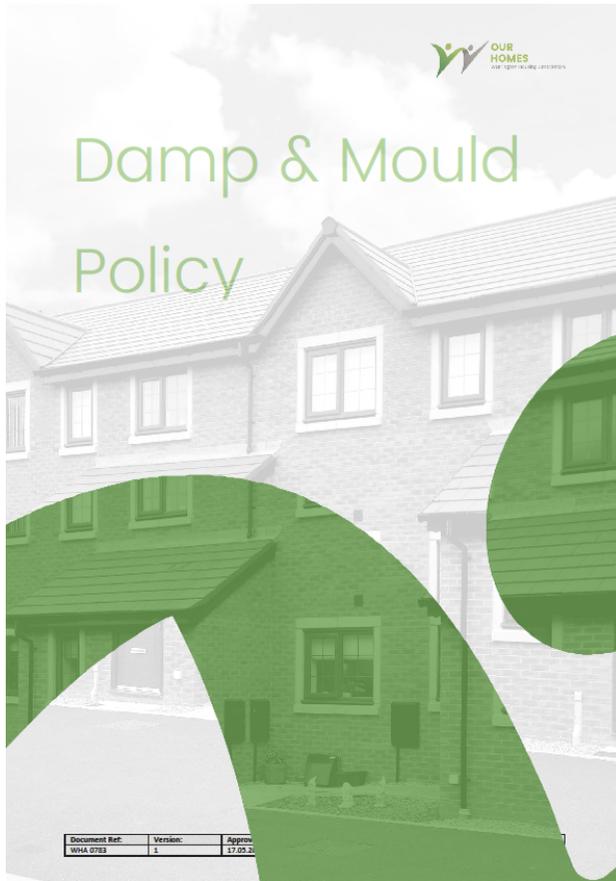
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Introduction Warrington Housing Association is committed to providing value-for-money services to our customers. We will aim to recover the cost of repairs carried out by the association that are deemed a customer responsibility. Rechargeable Repairs Warrington Housing Association aims to recover the cost of repairs carried out due to tenants' non-compliance with the terms and conditions of their tenancy agreement during their tenancy or when the property is vacated. Scope A rechargeable repair is generally a repair that is the responsibility of WHA but has been classified as a rechargeable repair due to damage or negligence on the part of our customer(s) or their household, family, friends, or visitors. Some repairs may be required due to accident and not neglect or damage, however, these will still be rechargeable, for example, loss of keys. Repairs that are required to void properties that are considered damage, or due to neglect will be rechargeable. This includes the removal of rubbish or belongings from the property. Any remedial works required due to unauthorised alterations to the property will be considered rechargeable. Repairs that are considered a customer responsibility will only be carried out as a last resort unless there is a risk to health or property. When a report is made for a repair that is considered rechargeable the tenant shall be advised, where possible, of the cost they will incur and given the option of carrying out the work themselves. If the work is to be completed by WHA upfront payment for this repair is required at the time of reporting. In selected instances WHA will agree a payment plan with the customer, this will be on a case-by-case basis, and only if the repair represents a risk to health or property. Recharges will be set at a reasonable rate and include the cost of the works based on a pricing structure pre-agreed with our contractors. The following list identifies examples of rechargeable works but is not an exhaustive list:

1. Broken Glazing All windows broken (unless the damage is caused through break-in or vandalism and the incident has been reported to the police) should be classed as a rechargeable repair. Tenant must provide a police incident number to WHA to avoid a possible recharge. Once an incident number is obtained works will be completed with no charge.
2. Property damage caused by DIY Any remedial works required as a result of works carried out by customers that are either not up to relevant standards or have been completed without prior approval by WHA.
3. Cracked Sanitary Appliances It is difficult to prove that a cracked sanitary ware has been damaged by the tenant, but if it can be established that the tenant caused the damage maliciously then this would be classified as a recharge. All accidental damage will also result in a recharge.
4. Repairs Caused by Faulty Appliances For example, washing machines causing floor damage, or other electrical appliances causing faulty electrics.
5. Blockages to WC's & Other internal waste traps and pipes Blockages due to air fresheners, nappies etc. being flushed down the WC. Food blocking the kitchen waste trap, hair products and hair blocking bath & shower waste traps.
6. Repairs that become necessary as a result of Police actions in the execution of an arrest or search warrant will be recharged to the tenant. Examples of this include but are not limited to damage to the property incurred during the police gaining entry to the property e.g. damage to external door/lock change/smashed glazing. Once a rechargeable repair has been agreed, WHA will set up a sundry account for the cost of the repair. If upfront payment is taken this will clear and close the sundry account, if a repayment plan is agreed this will be added to the sundry account. Where a customer does not pay in full or maintain an agreed repayment plan WHA may take legal action in line with our income management policy. WHA is only responsible for repairs and replacement of components to the building, we strongly urge our customers to take out contents cover to insure their personal belongings against damage. WHA reserve the right to waive any recharges and each case will be reviewed on its merits. Where a customer is vulnerable, we will fully consider options available.



1. Purpose The aim of this policy is to proactively manage the potential risks and promptly diagnose and prevent issues which may arise from damp and mould in our properties, including communal areas; committing to meeting the needs of our customers and providing homes that are safe, warm, dry and well-ventilated. Through this policy, we will establish appropriate processes, guidance, and knowledge to ensure all our properties are well maintained and free of damp and mould that could risk the health and safety of customers living in homes or buildings owned or managed by Warrington Housing Association (WHA). This policy also sets out how we will support our customers to minimise the risk of damp and mould occurring and report it where there is evidence of its presence, this will also ensure that WHA meets its legal, contractual, regulatory and statutory obligations.

WHA is committed to achieving net zero and is working towards improving the thermal efficiency of our properties, however increased insulation can result in less ventilation and therefore damp and mould. We will endeavour to ensure that all work to achieve an improved EPC rating does not have a negative impact on the property.

2. Scope This policy explains how we will control, manage and eliminate damp, including but not limited to: Who the policy applies to: • Customers who rent their home under a tenancy agreement • Customers who own their home through shared ownership where WHA has a repairing obligation under the terms of the lease. • All property communal areas. • Emergency or temporary accommodation. What this policy will cover: • Identifying the types of damp: rising, penetrating and condensation dampness, including internal leaks • Identifying the responsibilities for WHA and our customers in dealing with damp and condensation. • Offering guidance, advice, and assistance throughout the process to all customers living in our properties. • Data gathering and reporting, identifying proactive methods in mitigating risk of all dampness. The Policy should be read in conjunction with WHA's Repairs Policy.

3. Principles WHA will: • Adopt a zero tolerance approach to Damp, Mould and Condensation • Comply with statutory, regulatory and contractual requirements and good practice. • Undertake effective investigations and implement all reasonable repair solutions and improvements to eliminate damp including, managing, and controlling condensation. • Ensure that the fabric of our properties is protected from deterioration and damage resulting from damp, mould and condensation and not at risk of falling into disrepair. • Respond to all reports of damp and condensation and complete any repair works/measures in line with the following timescales: • All reports of DMC will be surveyed within 5 working days (48 hours where a relevant vulnerability or severe case is identified). • All works will be issued to contractor with a target completion of 10 working days - this will be dependent on the severity and urgency of the problem, the complexity of the solution and the repair works/actions required. • We will make reasonable attempts to access the property to inspect and carry out the works. All logged repairs must have evidence of at least three attempts to contact the customer. Written communication must then be provided to the customer asking them to contact us to organise a new repair and record each attempt on our customer database. • We will follow up each completed repair within six weeks of any damp and mould repair work being carried out. • Ensure that customers are treated in a fair and consistent way, with any vulnerabilities taken into consideration. o Ensure considerations are made with regards to customer need when delivering works, include decants where appropriate. o Adopt a project management approach to delivering major works, including a communication plan with the customer and nominated point of contact where appropriate. • Focus on working in partnership with customers ensuring that a safe and healthy internal environment is provided. • Always communicate effectively in relation to the delivery of our responsive repairs service and provide a range of options for customers to report repairs. • Ensure that customers have access to and are provided with comprehensive advice and guidance on managing and controlling damp and condensation. Ensure budgets are used effectively and efficiently to deal with damp, mould and condensation problems. • Implement new data quality and insight measures to assist with informing us of the possible risks to our properties so that we can undertake proactive measures to eliminate damp, mould and condensation before it becomes a problem for our customers. • Assess all void properties as part of our inspection process to determine if any incidence of damp and mould and ensure remedial work is undertaken prior to a new customer moving in.

4. Definitions Rising Damp - The movement of moisture from the ground rising through the structure of the building through capillary action. Penetrating Damp (including internal leaks) Water penetrating the external structure of the building or internal leaks causing damp, rot and damage to internal surfaces and structure. Condensation Damp - Condensation occurs when moisture held in warm air comes into contact with a cold surface and then condenses producing water droplets. The conditions that may increase the risk of condensation are: • Lack of ventilation within the property. • Inadequate heating • Inadequate loft insulation • High humidity • Overcrowding

5. Roles & Responsibilities Our Responsibilities Investigate in order to determine the cause of damp and condensation and carry out remedial repairs and actions in accordance with our repairs policy Undertake a property inspection when a repair is reported relating to suspected Damp, Mould & Condensation. Ensure our staff are trained and competent in assessing the hazards of damp and mould and take appropriate and proportionate action. Diagnose the cause of damp correctly and deliver effective solutions based on the ethos of dealing with the cause of the damp not just the symptom and wherever possible fixing first time. • Inform the customer of the findings of the investigations following a property visit. This will include identifying the possible causes of damp, recommending effective solutions and all necessary remedial works / actions / enhancements and the estimated

timescales to complete the works /measures; keeping the customer updated throughout the process from inception to completion. Where appropriate we may use equipment like sensors to track levels of moisture. • Ensure that only competent contractors will be employed to carry out any works and that the customer's possessions are adequately protected during the works. • Ensure our contractors know what is expected of them, and carry out regular performance meetings with them to monitor progress • Insulate the customers' home in accordance with Decent Homes Standard to help reduce the likelihood of condensation occurring. • Take responsibility for maintaining customers' homes to avoid penetrating and rising damp and for carrying out remedial action if these problems occur. • Undertake reasonable improvement works required to assist in the management and control of condensation dampness. This may include but is not limited to: upgraded ventilation system installation, improved indoor air movement and quality best practices. • Make good internal surfaces following any repairs work carried out ensuring that surfaces are prepared to a condition ready for the Customer to redecorate. Where there is need to decorate following remedial work carried out by WHA, we will provide a decoration voucher to cover the cost of the materials needed to make good the decoration. • Promote and provide general advice and guidance on how to minimise damp and condensation, particularly when there are no apparent causes relating to design or construction. • Ensure that all employees have an awareness of the policy and receive adequate training to enable them to report issues of damp mould & condensation and to support our customers. Ensure that technical staff are trained and competent in the diagnosis of damp, condensation and mould issues. • Provide information and guidance to our customers on the importance of ventilating their home to reduce the risk of damp and mould. • Introduce a new data intelligence framework to enhance our customer and property information, which will shape our future investment programmes. o We will always first consider whether the source of the damp and mould is a design, construction or maintenance issue which we can eliminate through work to the home. Where this is not the case additional support and advice will be provided to the customer on managing and controlling the occurrences of condensation damp. This support will be provided through the provision of advice and guidance literature and by working with our customers through our resident involvement network. If it is unsafe for the occupants to remain in the property while the works are carried out, alternative accommodation arrangements will be made. This may be on a day-by-day basis or a temporary decant to an alternative property. The customer will be supported through this process to find suitable accommodation. In some cases it may be necessary to re-house a family on a permanent basis if a medical professional advises that re-housing is the most suitable option. This will be considered in accordance with WHA's Lettings Policy. 6. Customer Responsibilities It is the customer's responsibility to immediately report any evidence of rising and penetrating damp (see definitions) and faulty equipment that will affect the management of humidity and moisture in the home (faulty extract fan, unable to open windows, heating system failure etc.) Customers must allow access for inspections and for the carrying out of all remedial works. Where customers are considering making any changes within their home: for example, converting rooms into one room, adding extensions, converting non-habitable buildings/spaces into habitable, they must seek advice and permission from us in accordance with their tenancy agreement, to ensure that the proposed alteration would not contribute to the accumulation of damp, mould, or condensation, as well as ensuring alterations comply with building control and planning guidelines Guidance to customers Customers can help reduce the conditions that lead to condensation dampness by: • Keeping the presence of moisture to a minimum e.g., covering pans when cooking, drying laundry outside (where possible), where it is safe to do so, keeping the kitchen or bathroom door closed when cooking or bathing. • Adequately heating rooms – The World Health Organisation recommends 18°C. • Keeping the house well ventilated e.g., opening windows during cooking / bathing, turning on and ensuring that the extractor fan or ventilation system installed in their home is regularly cleaned and working, keeping trickle vents in windows open, and allowing air to circulate around furniture. • Following all advice and guidance issued by us on managing humidity and moisture in the home which can lead to condensation. This information can be found on the WHA website. • If all reasonable efforts have been made to manage and control the presence of condensation and mould, and there is still an issue then the Customer should contact WHA immediately to report the problem. • The tenancy agreement, licenses and long leases recommend that the customer arranges adequate household contents insurance for the home that they occupy. Assisting our customers Where internal conditions within a home for example, overcrowding and excessive hoarding of personal belongs are influencing health and wellbeing of the occupants or are preventing inspections or repairs works being carried

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out, we will provide support and assistance to review the customer's options that may include moving to more appropriate or alternative suitable accommodation. WHA has a discretionary fund which has been set up to assist customers. This may be offered for support with utility bills or other interventions which will protect the customer and our asset. Where decoration is required after works associated with damp and mould, decoration vouchers will be provided to assist with the provision of paint and equipment. Further consideration will be given to customers and their specific individual or family circumstances, with a view to providing assistance which may include painting of finished surfaces. The nature of the decoration will solely be at our discretion. Risk Thresholds Risk Thresholds Risk Indicators: Risk Appetite Risk Thresholds Risk Indicators We seek to avoid any health and safety concerns for our customers and others. ▪ Compliance with all legal and regulatory requirements. Number of damp and mould repairs received. We seek to avoid legal, contractual, or regulatory breaches regarding disrepair Asset KPIs Number of Disrepair claims received. We have zero tolerance for service failures including abandoned repairs. Completing all necessary damp inspection checklists/HHSRS Monthly monitoring of KPI performance. Number of complaints received We will ensure WHA Board receives updates on reports of damp and mould through our quarterly assurance reports.

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IX. [Annex 5 – Optional IPR Clauses] *Not Used*

X. Annex 6 – Security Management

1 SUPPLIER OBLIGATIONS

Core requirements

- 1.1 As per section 2.13 of the specification, The Provider shall ensure that all operatives are suitably trained, hold the correct qualifications and certifications for the works they are engaged to complete and are appropriately supervised.