

**CONNEXUS HOMES LIMITED**  
**and**  
**NOVUS PROPERTY SOLUTIONS LIMITED**

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**FRAMEWORK AGREEMENT FOR CONTRACTORS**

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**PARTIES**

- (1) CONNEXUS HOMES LIMITED** co-operative and community benefit society (registered number 8376), whose registered office is at The Gateway, The Auction Yard, Craven Arms, Shropshire, SY7 9BW ("**Client**"); and
- (2) NOVUS PROPERTY SOLUTIONS LIMITED** (Company registration number 02403551) whose registered office address is Five Towns House, Hillside, Festival Way, Stoke-on-Trent, ST1 5SH (the "**Contractor**").

**INTRODUCTION**

- (A)** The Client is a body governed by public law and a contracting authority for the purposes of Regulation 2 of the Procurement Act 2023 ("**PA 2023**").
- (B)** The Client intends to establish a framework through which it will instruct Major Asset Works ("**the Projects**").
- (C)** The Client has procured a framework ("**the Framework**") comprising this Agreement and similar framework agreements with Other Contractors in accordance with PA 2023
- (D)** The Client published a notice on the Central Digital Platform with reference number 2025/S 000-040929 ("**the FTS Notice**") inviting tenders for the provision of services as set out in the FTS Notice under the Framework.
- (E)** The Client awarded the Framework to the Contractor and has set up this Agreement under which the Client will call off services in connection with the Projects ("**Project Works**").
- (F)** Call offs of individual contracts for Project Works are to be made in accordance with the procedures in this Agreement and on the terms of this Agreement and, where necessary, more precisely formulated terms or such other terms as the Client specifies and which are not substantially different from the terms set out in this Agreement.

**IT IS AGREED as follows:**

**1. DEFINITIONS**

**1.1 In this Agreement (unless the context requires otherwise):**

<b>"Authorising Agreement"</b>	means an agreement entered into by Client and an Authorised User that is not a member of the Client Group, authorising that Authorised User to call off contracts under this Agreement;
<b>"Authorised User"</b>	means any organisation within the Client Group;
<b>"Client"</b>	means the Client, any Authorised User that is a member of the Client Group or any Authorised User that is not a member of the Client Group but in relation to whom Client has notified the Contractor that an Authorising Agreement has been signed in accordance with Clause 3 [ <i>Client's other than Client</i> ];
<b>"Client's Policies"</b>	means in relation to organisations within the Client Group the policies listed in Schedule 7 of the

Framework Agreement [*Client's Policies*] and in relation to a Client not in the Client Group the policies (if any) referred to in the Instruction, in each case being the versions of those policies in force when the Project Works are provided;

<b>"Confidential Information"</b>	means information that ought because of its nature to be considered as confidential (however it is conveyed or on whatever media it is stored) including Personal Data, financial information, information whose disclosure would, or may prejudice the commercial interests or reputation of any person, and information specifically designated by any Party as confidential;
<b>"Dwelling"</b>	means in relation to a Project an individual unit of accommodation;
<b>"Equality and Diversity Law"</b>	means all Law preventing unlawful discrimination including discrimination on the basis of colour, race, nationality, ethnic or national origins, gender, marital or civil partnership status, pregnancy or maternity, paternity, sexual orientation, gender reassignment, religion or belief, age, disability, part time or temporary status or any other protected characteristic;
<b>"Fee"</b>	means the fee payable to the Contractor for Project Works calculated in accordance with Schedule 2 [ <i>Calculation of the Fee</i> ];
<b>"Framework"</b>	has the meaning given in Paragraph C of the Introduction to this Agreement;
<b>"Framework Contractor"</b>	means the Contractor and the Other Contractors, being the contractors on the Framework;
<b>"Framework Period"</b>	means 4 (four) years from the date of this Agreement or as reduced in accordance with Clause 10 [ <i>Termination</i> ];
<b>"Framework Tender"</b>	means the tender submitted by the Contractor in relation to this framework;
<b>"Health and Safety Law"</b>	means all Law related to the protection of health and safety including the protection of the environment, the prevention of disease and the avoidance of industrial accidents;
<b>"Inflation"</b>	means the percentage change in the Index of Consumer Prices (all terms) United Kingdom produced by the Office for National Statistics over the 12 (twelve) months leading up to September immediately preceding 1 April each year;
<b>"Instruction"</b>	means an instruction from a Client to the Contractor in the form OF A WORKS ORDER attached at Schedule 4 [ <i>Instruction Pro Forma</i> ] which has been signed by the Client to accept the Contractor's proposals to provide the Project Works and 'draft instruction' means a draft of such instruction prepared under Schedule 3 [ <i>Work Allocation Procedure</i> ];

<b>"Intellectual Rights"</b>	<b>Property</b>	means all Intellectual property rights, patents, copyrights and design rights (whether registered or not and all applications for any of them) and all rights of confidence in any Project Materials (whenever and however arising) for their full term and all renewals and extensions of such rights;
<b>"Interest Rate"</b>		means the rate of 4% (four per cent) above the base rate of the Bank of England from time to time;
<b>"KPIs"</b>		means the key performance indicators set out in Schedule 6 [ <i>KPIs</i> ];
<b>"KPI Improvement Notice"</b>	<b>Improvement</b>	has the meaning given in Clause 5 [ <i>Performance Monitoring</i> ];
<b>"KPI Minimum Performance Level"</b>	<b>Minimum</b>	means the minimum KPI performance level specified for each KPI in Schedule 6 [ <i>KPIs</i> ] in relation to which if the Contractor's performance falls below these levels and does not improve this Agreement may be terminated for material breach under Clause 10.2.9 [ <i>Termination</i> ];
<b>'Law'</b>		means: <ul style="list-style-type: none"> <li>• any act of Parliament;</li> <li>• any subordinate legislation (as defined in section 21(1) of the Interpretation Act 1978);</li> <li>• any exercise of the royal prerogative;</li> <li>• any retained European Union law in force in England and Wales under the European Union (Withdrawal) Act 2018 (whilst applicable);</li> <li>• any applicable judgement of a relevant court of law which is a binding precedent in England; and</li> </ul> any determinations directions or statutory guidance having the force of law;
<b>"Other Contractors"</b>		means a Contractor, other than the contractor, who has entered into an Other Framework Agreement;
<b>"Other Agreement"</b>	<b>Framework</b>	means a framework agreement on similar terms to this Agreement entered into between Client and a Contractor that is part of the Framework;
<b>'Party'</b>		In relation to this Agreement means Client and the Contractor and in relation to an Instruction means the Client for that Instruction and the Contractor and (in each case) their successors and permitted assignees and 'Parties' shall be construed accordingly;
<b>'Projects'</b>		means the projects described in paragraph B of the Introduction and a 'Project' means one of those projects in relation to which an Instruction has been issued to a Contractor;
<b>"Project Materials"</b>		means all drawings, plans, bills of quantities, valuations, designs, specifications, schedules, reports, calculations and other materials and any designs or inventions in them produced by or on behalf of the Contractor in

		connection with any Project or proposed Project including its execution, completion, maintenance, letting, management, sale, advertisement, extension, alterations, reinstatement and repair;
<b>"Project Works"</b>		means the Works required by an individual Client for a Project as specified in an Instruction;
<b>"Regulatory Requirements"</b>		means the requirements of the Law and of all statutory authorities in relation to the Works including the requirements of any regulatory body (including the Homes and Communities Agency) to which any organisation in the Client Group, the Client for particular Project Works (if not a member of Client Group) or the Contractor is subject;
<b>"Resident"</b>		means any occupier of a property owned or managed by a Client including any tenant, licensee, leaseholder and shared ownership lessee;
<b>"Site"</b>		means a site in relation to which Project Works are to be provided;
<b>"Staff"</b>		means all persons employed or used by the Contractor or any Sub-Contractor in providing the Works or carrying out the Contractor's other obligations under this Contract;
<b>"Sub-Contractor"</b>		means a person appointed by the Contractor with the approval of a Client to perform part of the Project Works; and
<b>"Successor Contractor"</b>		means any organisation, body or service provider including any Client, which undertakes to provide all or part of the services equivalent to the Works after the end of the Framework Period;
<b>"Client Group"</b>		means all of Client's subsidiaries, any companies or societies of which Client is a subsidiary, and all subsidiaries of any companies or societies of which Client is a subsidiary (in each case as defined in section 1159 of the Companies Act 2006 or sections 100 or 101 of the Co-operatives and Community Benefit Societies Act 2014) together with any joint venture company or organisation which is a contracting authority and of which any of them is a joint venture participant;
<b>"TUPE"</b>		means the Transfer of Undertakings (Protection of Employment) Regulations 2006;
<b>"Work Allocation Procedure"</b>	<b>Allocation</b>	means the procedure for allocating Project Works under this Agreement as set out in Schedule 3 [ <i>Work Allocation Procedure</i> ];
<b>"Working Day"</b>		means any day other than a Saturday, Sunday or bank or local government holiday.
<b>"Works"</b>		means the works to be carried under this Agreement including in relation to individual Projects and the Project Works;

**1.2 In this Agreement:**

- 1.2.1** references to **Clauses** and **Schedules** are (unless stated otherwise) references to **clauses** and **schedules** of this Agreement;
- 1.2.2** any reference to a **Sub-Clause** or **Paragraph** (unless stated otherwise) is a reference to the relevant sub-clause or paragraph of the **Clause** or **Schedule** in which it appears;
- 1.2.3** the contents section, headings and references to them are not to affect its interpretation;
- 1.2.4** references to the masculine include the feminine and neuter and to the singular include the plural and vice versa;
- 1.2.5** any references to law shall be construed as references to that law as amended, replaced, consolidated or re-enacted and in relation to Acts of Parliament shall include all regulations, determinations, directions and statutory guidance having the force of law made or given under it;
- 1.2.6** references to **"consent"** or **"approval"** are to the prior written consent of the consenting or approving Party and any breach of the terms of any consent given is to be a breach of this Agreement;
- 1.2.7** the terms **"Including"** and **"In particular"** are illustrative only and are not intended to limit the meaning of the words which precede them and neither the ejusdem generis rule of construction nor any similar rule or approach shall apply to the construction of this Agreement;
- 1.2.8** references to **"persons"** include individuals, firms, partnerships, companies, co-operative and community benefit societies, corporations, associations, organisations, governments, states, agencies, foundations, trusts, unincorporated bodies of persons and any organisations having legal capacity (In each case whether or not having separate legal personality) and their successors, permitted assignees and transferees; and
- 1.2.9** references to any document are (unless specified) references to such document as amended or supplemented from time to time.

**1.3 The Schedules to this Agreement are an integral part of this Agreement and are to have effect as if set out in full in the body of this Agreement. References to this Agreement include the Schedules.**

**1.4 Where this Agreement requires something to be done:**

- 1.4.1** it must be done in accordance with this Agreement;
- 1.4.2** if it is to be done within a period after an action is taken, the day on which that action is taken does not count in the calculation of that period; and
- 1.4.3** if the last day of the period within which it must be done is not a Working Day, the period shall be extended to include the following Working Day.

**1.5 All the Contractor's obligations, duties and responsibilities under this Agreement are separate obligations, duties and responsibilities owed to Client (in relation to this Agreement generally) and to the specific Client in relation to specific Project Works and are to be performed at the Contractor's own cost and expense.**



## **2. CONTRACTOR'S WARRANTIES AND OBLIGATIONS**

**2.1 The Contractor shall in conjunction with Client seek to achieve the following objectives for the benefit of the Works as a whole and for their mutual benefit:**

- 2.1.1 completion of all Project Works on time and to the quality required by this Agreement;**
- 2.1.2 a measurable continuous improvement in the way in which Project Works are undertaken;**
- 2.1.3 maintaining good working relationships; and**
- 2.1.4 providing Project Works that meet the requirements of the Client.**

**2.2 The Contractor shall ensure its Staff providing the Works:**

- 2.2.1 act in the best interests of the Client;**
- 2.2.2 are appropriately qualified and experienced and properly trained and supervised;**
- 2.2.3 comply with all applicable Law including Health and Safety Law and Equality and Diversity Law;**
- 2.2.4 are paid in accordance with the Law; and**
- 2.2.5 maintain the highest standards of integrity, professionalism and courtesy.**

**2.3 The Contractor shall take appropriate steps to ensure that the Contractor is not placed in a position where (in the reasonable opinion of Client) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor or of any of its Staff and the obligations owed to Client or in relation to Project Works, the Client for those Project Works under this Agreement. The Contractor shall promptly notify and provide full particulars to Client if any conflict referred to in this Clause 2.3 arises or is reasonably foreseeable to arise and shall take all steps reasonably required by Client to mitigate the effects of any such conflict of interests.**

**2.4 The Contractor warrants that:**

- 2.4.1 the Contractor is a properly constituted business and has a full capacity and authority and all necessary consents to enter into and to perform its obligations under this Agreement;**
- 2.4.2 as at the date of this Agreement, all knowledge and information, statements and representations contained in the Framework Tender are true, accurate and not misleading other than as specifically disclosed in writing to Client prior to the execution of this Agreement;**
- 2.4.3 neither the Contractor nor any person connected to it has committed an act of bribery as set out in accordance with Clause 2.5; and**
- 2.4.4 neither the Contractor nor any of the Contractor's officers or employees:**
  - (a) have been convicted of any offence involving slavery or human trafficking; or**
  - (b) have, to the best of the Contractor's knowledge, been the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.**

2.5 The Contractor shall not and shall procure that persons associated with it or other persons who are performing services in connection with this Framework Agreement do not commit any offence under the Bribery Act 2010.

2.6 In providing the Works the Contractor shall:

2.6.1 exercise reasonable skill, care and diligence; and

2.6.2 comply with all applicable Laws and Regulatory Requirements.

2.7 Client may require the Contractor to remove any member of Staff from providing the Works if Client is not satisfied in any way with that Staff member's performance, conduct, professionalism or ability.

2.8 The Contractor shall comply with any direction that Client gives in relation to the Works in order:

2.8.1 to enable the Client to comply with the Human Rights Act 1998;

2.8.2 to prevent a breach of Health and Safety Law; or

2.8.3 to secure that the Works are provided in accordance with this Framework Agreement.

### **3. CLIENTS OTHER THAN CLIENT**

3.1 Any Authorised User wishing to call off contracts under this Agreement must first enter into an Authorising Agreement. The Contractor shall not enter into an Instruction with any Authorised User, other than a member of the Client Group, until Client has notified the Contractor under Clause 3.2 that an Authorising Agreement has been entered into with that Authorised User.

3.2 Within 5 (five) Working Days of Client and the Authorised User entering into an Authorising Agreement, Client shall notify the Contractor of this and the Authorised User shall be regarded as a Client from the date of such notification.

### **4. ALLOCATION OF INSTRUCTIONS**

4.1 Each Client shall allocate an Instruction for Project Works in accordance with the Work Allocation Procedure described in Schedule 3 [*Work Allocation Procedure*]. Each Instruction shall be a separate professional appointment in the form set out in Schedule 4 [*Instruction Pro-Forma*] incorporating the terms of Schedule 5 [*Instruction Terms*].

4.2 The Fee payable under each Instruction shall be calculated on the basis of the Fees set out in Schedule 2 with such fees being adjusted in accordance with inflation on 1 April 2027 and on 1 April of each subsequent year in the Framework Period in relation to all Instructions called off after that date.

4.3 Both Client and each Client reserve the right to contract with Other Contractors and contractors that are not Other Contractors outside of the Framework for services similar or identical to the Works. Neither Client nor any Client gives any guarantee that the Contractor will receive any Works or any volume of Works under the Framework or this Agreement.

- 4.4 Where the Contractor provides Works relating to the feasibility of or preliminary scoping for a Project and the Client subsequently issues an Instruction for that Project those Works shall be deemed to have been provided under that Instruction.

## **5. PERFORMANCE MONITORING**

- 5.1 The Contractor's performance of Instructions issued by the Client or any member of the Client Group will be monitored and assessed against the KPIs as set out in Schedule 6 [KPIs].
- 5.2 The Contractor shall report to Client on its performance against the KPIs as required in Schedule 6 [KPIs].
- 5.3 If Client is concerned about the accuracy of any KPI performance monitoring by the Contractor, Client may arrange for independent monitoring or verification of the KPI data. If monitoring data obtained by the Contractor is found to have been inaccurate, Client may recover from the Contractor the costs of the independent monitoring.
- 5.4 Client may at any time monitor or direct the Contractor to monitor the Contractor's performance in relation to any KPI over such period as the Contractor determines.
- 5.5 If there is any dispute over the data collected to monitor the Contractor's KPI performance or any discrepancy between the KPI data collected by Client and that collected by the Contractor the decision of Client over which data is valid is to be final and binding.
- 5.6 Whenever required by Client, the Contractor and Client shall jointly review the KPI monitoring report with a view to identifying the areas of the Contractor's performance that could be improved upon and where good practice has been identified which could be adopted elsewhere.
- 5.7 If the Contractor fails over a period of 3 (three) months to meet the Minimum Performance Levels for any one or more of the KPIs then Client may serve on the Contractor a notice specifying the improvement in performance that Client requires ("an Improvement Notice").
- 5.8 If following the service of an Improvement Notice the Contractor does not improve performance above KPI Minimum Performance Levels throughout 2 (two) of the 3 (three) months following that in which the Improvement Notice is served or fails to sustain performance above the KPI Minimum Performance Levels for 9 (nine) of the 12 (twelve) months after service of an Improvement Notice this shall be deemed to be a material breach of this Agreement by the Contractor and Client shall be entitled to terminate this Agreement and all Instructions issued under it by Client or any member of the Client Group in accordance with Clause 10.2.9 [Termination].
- 5.9 While an Improvement Notice is outstanding under this Agreement, the Client shall not be obliged to provide any further Instructions to the Contractor.

## **6. INTELLECTUAL PROPERTY**

- 6.1 The Contractor warrants to Client and each Client that all Project Materials (save to the extent that any duly appointed Sub-Contractors have been used to produce them) are

the Contractor's own original work and that in any event their use in connection with the Works or any Project Works will not infringe any Intellectual Property Rights of any third party.

- 6.2 The Contractor grants to Client in relation to the Works generally an irrevocable, royalty-free and non-exclusive licence to use the Project Materials for any purpose in connection with the Works and/or Project Works.
- 6.3 The Contractor shall indemnify and hold harmless Client and each Client against any liability or damages (including costs) that may be awarded or agreed to be paid to any third party because of a claim or action that the normal operation, possession or use of the Project Materials by Client or the Client under this Clause 6 infringes the Intellectual Property Rights of that third party.

## **7. CONFIDENTIALITY**

- 7.1 Subject to Clause 7.2 each Party shall keep confidential any Confidential Information communicated to it by the other on the basis that it is confidential.
- 7.2 Clause 7.1 shall not apply to:
  - 7.2.1 any disclosure of information that is reasonably required by either Party to perform its obligations under this Agreement to persons performing those obligations;
  - 7.2.2 any Confidential Information which is in the public domain other than as a result of a breach of this Clause 7;
  - 7.2.3 any disclosure required by any court order or statutory, legal or Parliamentary obligation of the Party making the disclosure or the rules of any government or regulatory authority having the force of law;
  - 7.2.4 any disclosure of Confidential Information which is already lawfully in the possession of the receiving party, before its disclosure by the disclosing Party;
  - 7.2.5 any disclosure expressly permitted by this Agreement;
  - 7.2.6 any disclosure to any department, office or agency of the Government or their respective advisers; or
  - 7.2.7 any disclosure by Client for the purpose of the examination, certification and/or audit of Client's accounts.
- 7.3 Where a disclosure of Confidential Information is made under Clause 7.2 (other than under Clauses 7.2.2, 7.2.3 and 7.2.4) the Party disclosing the Confidential Information shall use reasonable endeavours to impose a similar duty of confidentiality on the recipient of the information as that contained in this Clause 7.
- 7.4 For a period of 6 years after termination of the Agreement the Contractor shall maintain full records of:
  - 7.4.1 this Agreement;
  - 7.4.2 all Project Works provided under it;
  - 7.4.3 all payments made by Clients; and
  - 7.4.4 any expenditure of the Contractor that each Client has reimbursed.

**7.5** Whenever requested by a Client the Contractor shall make any records it maintains under Clause 7.4 available for inspection and analysis by that Client's internal or external auditors or representatives of any regulatory body to which that Client is subject.

**7.6** The Contractor shall not, without the prior written approval of Client:

**7.6.1** publish alone or in conjunction with any other person, any articles relating to the Works; or

**7.6.2** impart to any publication, journal or newspaper or any radio or television programme any information regarding the Works.

## **8. ASSIGNMENT**

**8.1** The Contractor shall not assign or transfer the benefit of this Agreement or any right or obligation under this Agreement to any person without the prior written consent of Client.

**8.2** Client shall be entitled to assign charge or transfer the benefit of all or any of its rights and obligations under this Agreement.

## **9. EQUALITY AND DIVERSITY**

**9.1** The Contractor shall adopt policies to comply with its statutory obligations under Equality and Diversity Law in relation to the Works and, accordingly, the Contractor shall not unlawfully treat any person less favourably than any other because of that person's colour, race, nationality, ethnic origin, gender, marital status, maternity, paternity, sexual orientation, gender reassignment, religion or belief, age, disability, part time or temporary status or any other protected characteristic.

**9.2** If a finding of unlawful discrimination is made against the Contractor concerning any Works by any court or employment tribunal, or an adverse finding is made in any formal investigation by any body responsible for enforcing Equality and Diversity Law, the Contractor must take appropriate steps to prevent any repetition of the unlawful discrimination.

**9.3** The Contractor shall, on request, provide Client with details of any steps taken under Clause 9.2.

**9.4** The Contractor agrees as far as possible to observe all relevant Codes of Practice on equality and diversity in employment and service provision provided to the Contractor by Client or a Client from time to time.

## **10. TERMINATION**

**10.1** The Client may terminate this Framework Agreement by giving not less than 3 (three) months' written notice to the Contractor. After the receipt of the notice under this Clause 10.1, the Contractor shall not be under any obligation to accept any further instructions unless they can be completed before the end of the revised Framework Period.

**10.2** The Client may, without prejudice to any other right or remedy, terminate this Agreement immediately by written notice if:

- 10.2.1 the Contractor is in material breach of this Agreement and has failed to remedy the breach within 10 (ten) Working Days of the receipt of a request in writing from Client to remedy the breach which indicates that failure to remedy the breach may result in termination of this Agreement;
  - 10.2.2 an Instruction from any Client has been terminated by a Client for material breach of that Instruction;
  - 10.2.3 the Contractor or any person employed by the Contractor or acting on the Contractor's behalf has committed any offence under the Bribery Act 2010 or (where the Client is a local authority) has offered or given any fee or reward the receipt of which is an offence under the Local Government Act 1972 in relation to this Agreement or any Instruction;
  - 10.2.4 a court orders under Section 105 of the Procurement Act 2023 that this Agreement is set aside because it has been subject to a substantial modification;
  - 10.2.5 the Contractor should have been excluded from the procurement of the Framework under Section 78 of the Procurement Act 2023;
  - 10.2.6 there is a decision of the Court as provided for in Section 104 of the Procurement Act 2023 in relation to this Agreement;
  - 10.2.7 the Contractor breaches the Law in relation to the Works;
  - 10.2.8 there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to Client under the provisions of this Agreement which Client (in its discretion) considers cannot be effectively remediated by measures under Clause 2.5 [*Contractor's Warranties and Obligations*]; or
  - 10.2.9 the Contractor fails to improve or sustain improved performance in accordance with Clause 5.8 [*Key Performance Indicators*] following the service of an Improvement Notice under Clause 5.7 [*Key Performance Indicators*].
- 10.3 The Contractor may, without prejudice to any other right or remedy, terminate this Agreement immediately by written notice if Client (but not a Client) has:
- 10.3.1 not paid the Contractor any amount properly due and payable under this Agreement or under an Instruction (subject to any deductions which Client may be entitled to make) by the date specified in a written notice from the Contractor served after the final date on which the amount is due and warning that the Agreement may be terminated if such sum is not paid by the date specified (which must be at least 20 (twenty) Working Days after the date of the notice); or
  - 10.3.2 otherwise committed a material breach of this Agreement which prevents the Contractor from carrying out the Contractor's obligations under this Agreement for a continuous period of 1 (one) month or more.
- 10.4 The Client or the Contractor may terminate this Agreement immediately by written notice to the other if the other:
- 10.4.1 enters into any composition or arrangement with its creditors or ceases or threatens to cease to pay a material part of its debts;
  - 10.4.2 becomes the subject of a voluntary arrangement under Section 1 of the Insolvency Act 1986;

- 10.4.3 is unable to pay its debts as defined in Section 123 of the Insolvency Act 1986 (omitting the words, "it is proved to the satisfaction of the Court that");
  - 10.4.4 passes a resolution to wind up;
  - 10.4.5 has a petition presented to Court or an order made for its winding up;
  - 10.4.6 suffers any distraint, execution, attachment or other legal process being levied or enforced on any of its property which is not paid out, withdrawn or discharged within 14 (fourteen) calendar days;
  - 10.4.7 has a petition presented for an administration order;
  - 10.4.8 has an encumbrancer take possession of or a receiver, manager, administrator or administrative receiver appointed over or a secured creditor seek to enforce its security over any of its property;
  - 10.4.9 fails to honour any guarantee or indemnity it has given of any loans or debts of a third party which has become due and called upon and steps have been taken to enforce it; or
  - 10.4.10 is subject to an equivalent insolvency related procedure in any part of the world.
- 10.5 Either Party may terminate this Agreement at any time, without cause, by providing the other Party with no less than ninety (90) calendar days' prior written notice. Upon termination under this clause:
- 10.5.1 The Contractor shall cease all services on the effective date of termination unless otherwise agreed in writing.
  - 10.5.2 The Client shall pay the Contractor for all services properly performed up to the effective date of termination, including any agreed expenses incurred.
  - 10.5.3 Neither Party shall be liable to the other for any loss of anticipated profits or any consequential loss arising from such termination.

## **11. CONSEQUENCES OF TERMINATION**

- 11.1 On termination of this Agreement under Clause 10 *[Termination]* the Contractor shall deliver or procure the delivery of all Project Materials relating to the Works generally (if any) to Client for Client to retain.
- 11.2 Termination of an Instruction for whatever reason does not automatically terminate this Agreement unless this Agreement is terminated in accordance with Clause 10 *[Termination]*.
- 11.3 Termination of this Agreement (for any reason) shall be without prejudice to the rights and remedies of any Party in relation to any breach of contract, negligence, omission or default of the other before termination.
- 11.4 This Agreement shall continue to bind each Party following termination of this Agreement or any Instruction as and for as long as necessary to give effect to their respective rights and obligations under it.

**11.5 Termination of this Agreement does not automatically terminate any Instructions under it.**

**11.6 The Contractor warrants that there will be no Staff who transfer to any Client or any Successor Contractor under TUPE from the Contractor or any Sub-Contractor at the end of Framework Period or on the completion of the last Instruction under it. If any such Staff do transfer, the Contractor shall indemnify that Client and any Successor Contractor in against all liabilities arising from:**

**11.6.1 any costs of dismissing any such person (whether fairly or unfairly) at any time within the 3 (three) months following the last day of the Framework Period or, if later, from the date on which it was discovered they transferred to that Client or Successor Contractor under TUPE;**

**11.6.2 all costs of that Client or Successor Contractor employing such person up to the point of their dismissal; and**

**11.6.3 where the Employment Tribunal orders the reinstatement of any such person, all costs of that Client or Successor Contractor employing them for a period of 18 (eighteen) months from the last day of the Framework Period.**

## **12. LIMITATION OF LIABILITY**

### **12.1 Aggregate Cap on Liability**

The total liability of the Contractor to the Employer for all claims arising under or in connection with this Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed £10,000,000 (Ten Million Pounds) in the aggregate per annum.

### **12.2 Exclusions from the Cap**

The limitation in clause 1 shall not apply to liability arising from:

- Death or personal injury caused by negligence;
- Fraud or fraudulent misrepresentation;
- Wilful default or deliberate breach of contract;
- Liability under the Defective Premises Act 1972 (as amended);
- Liability for third-party claims arising from damage to property;
- Any liability which cannot be excluded or limited by law.



### **13. ENTIRE AGREEMENT AND VARIATIONS**

- 13.1** This Agreement and all Instructions issued under it set out the entire agreement and understanding of the Parties in relation to this Agreement and those Instructions. They supersede all prior oral or written agreements understandings or arrangements relating to the subject matter of this Agreement.
- 13.2** All additions, amendments and variations to this Agreement shall be binding only if in writing and signed by the duly authorised Representatives of Client and the Contractor (in relation to this Agreement). In particular no person other than the Representatives of Client and the Contractor have authority on behalf of either Party to agree any amendment to this Agreement.
- 13.3** The rights and remedies provided in this Agreement are cumulative and do not exclude any other rights and remedies under the general law.

### **14. THIRD PARTIES**

- 14.1** A Client shall be entitled to rely on the clauses of this Agreement.
- 14.2** Subject to Clause 14.1, no person other than Client shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

### **15. WAIVER AND SEVERABILITY**

- 15.1** A failure or delay in exercising any rights, powers or privileges under this Agreement will not operate as a waiver of them.
- 15.2** The single or partial exercise of any right, power or privilege does not prevent any other exercise of that right, power or privilege or the exercise of any other right, power or privilege (whether arising out of the same factual situation or otherwise).
- 15.3** Any waiver of a breach of this Agreement is not to be effective unless given in writing signed by the Party waiving its entitlement.
- 15.4** No waiver is to be deemed a waiver of any subsequent breach or default nor is it to affect the other terms of this Agreement.
- 15.5** The receipt of money does not prevent the Party receiving it questioning the correctness of the amount or any other statement in respect of money.
- 15.6** If any term of this Agreement is illegal, void or unenforceable the remainder of this Agreement will continue in force as though that term had not been included in it, modified to the minimum extent necessary to make it legal, valid and enforceable.
- 15.7** All remedies available to either Party for breach of this Agreement are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

## **16. EXTENT OF OBLIGATIONS AND FURTHER ASSURANCE**

### **16.1 Nothing in this Instruction requires:**

**16.1.1** Client, a Client or a Contractor to act in any way which is inconsistent with its obligations under the Law generally; or

**16.1.2** where the Client is a registered provider or registered social landlord; a charity; a local authority or an arms length management organisation, the Client, to act in any way which is outside its legal powers or inconsistent with its legal obligations as such.

**16.2** Each Party undertakes (subject to Clause 16.1) to do all things and execute all further documents that the other may reasonably require to give effect to this Agreement.

## **17. NO PARTNERSHIP**

**17.1** Nothing in this Agreement is to constitute or be deemed to create any joint venture or any partnership within the meaning of the Partnership Act 1890, the Limited Partnerships Act 1907, the Limited Liability Partnerships Act 2000 or any other Law concerning partnerships or limited liability partnerships.

**17.2** No Party shall hold itself out as the agent of any other or have any authority to bind the other except to the extent that this Agreement expressly provides otherwise.

## **18. NOTICES**

**18.1** References to notices or other communications under this Agreement must be in writing and will be duly served if given by and sent to the nominated representative of the Party to be served (being Client or the Contractor) in accordance with the following table with the date of service and method of proof being as set out in it:

<b>Method of service</b>	<b>Date of service</b>	<b>Proof of service</b>
<b>Personal delivery to the Representative.</b>	<b>Day of delivery.</b>	<b>Proof of handing to the Representative.</b>
<b>Personal delivery of a letter addressed to the Representative at the address for service.</b>	<b>Day of delivery if before 16.00 on a Working Day otherwise 10.00 on the next Working Day thereafter.</b>	<b>Proof of delivery.</b>
<b>First class letter addressed to the Representative at the address for service.</b>	<b>48 hours after posting if that is a Working Day otherwise 10.00 on the next Working Day thereafter.</b>	<b>Proof of posting unless returned through the Post Office undelivered service within 21 days of posting.</b>
<b>Email to the Representative at the email address for service set out below.</b>	<b>Day of transmission if before 16.00 on a Working Day otherwise 10.00 on the next Working Day thereafter.</b>	<b>Transmission report showing a successful transmission to the correct email address and evidence of the email having been opened.</b>

- 18.2 Each Party's address for service is the address set out at the start of this Agreement or such other address as it notifies to the other(s) in writing.
- 18.3 The nominated representatives of the Parties for the service of formal notices under this Agreement and their email addresses are:
- 18.3.1 for Client, Damian Cassidy, email [damian.cassidy@connexus-group.co.uk](mailto:damian.cassidy@connexus-group.co.uk);
- 18.3.2 for the Contractor, the representative that is stated in the Instruction.
- 18.4 Each Party may change its address for service, email address for service or nominated representative by prior written notice to the other Party.

## **19. DISPUTES**

- 19.1 If Client or the Contractor considers either that the other Party has committed a breach of its obligations under this Agreement or that a dispute has arisen, that Party may write a letter to the other Party specifying:
- 19.1.1 what the breach or dispute is alleged to be;
- 19.1.2 what steps that Party should take to remedy the breach or resolve the dispute; and
- 19.1.3 within what reasonable period such steps should be taken.
- 19.2 If the breach is not remedied or the dispute not resolved within the period set out in the letter then the nominated representatives of the Parties in dispute must meet within a further period of 10 (ten) Working Days to discuss the breach.
- 19.3 If the breach is still not remedied or the dispute not resolved within 10 (ten) Working Days of the date of the meeting at which the breach or dispute is considered then the Chief Executive (or their representative) of the Contractor and the Assistant Director or Head of Service for the service area of Client (as determined by Client) must meet within a further 10 (ten) Working Days to seek to resolve it.
- 19.4 A court or other dispute resolution forum to which a dispute is referred may take into account the Parties' compliance with Clause 2 [*Contractor's Warranties and Obligations*].
- 19.5 The Contractor shall continue to comply with this Agreement and perform all Project Works during the course of any proceedings.
- 19.6 Any compromise of a dispute which is certified in writing by solicitors advising Client on that dispute as a settlement which is based on a permissible interpretation of the respective rights and obligations of the Parties under this Agreement is to be regarded as having been derived from the terms of this Agreement and is not to be regarded as a variation to it.
- 19.7 Client or Contractor may at any time refer a dispute or difference to adjudication and any such adjudication will be carried out pursuant to the Adjudication Rules of the Technology and Construction Solicitors Association current at the time of the dispute.
- 19.8 No action or proceedings under or in respect of this Agreement shall be brought against the Contractor after the expiry of 12 years from the end of the Framework Period (but this shall not apply to Project Works provided under any Instruction).

## **20. LAW AND JURISDICTION**

**20.1 This Agreement shall be governed by, and construed in accordance with, the law of England.**

**20.2 The Parties agree to submit to the exclusive jurisdiction of the courts of England.**

**IN WITNESS both Parties have executed and delivered this Agreement as a deed on the date set out at the start of it.**

### SCHEDULE 1 - Works

Lot Title	Description
<b>Lot 1: Major Asset Works (North Region)</b>	<b>Miscellaneous works including:</b> <ul style="list-style-type: none"> <li>• Damp/mould/condensation</li> <li>• Structural</li> <li>• Decent Homes</li> <li>• Windows/Doors</li> <li>• Roofing</li> <li>• M&amp;E</li> <li>• Plastering</li> <li>• Carpentry</li> <li>• Groundworks</li> <li>• Construction- single storey</li> <li>• Aids and Adaptations</li> </ul>
<b>Lot 2: Major Asset Works (South Region)</b>	

## **SCHEDULE 2 – Calculation of the Fee**

- 1.0** The Fee payable under each Instruction shall be calculated on the basis of the Fees set out in the spreadsheet attached to this schedule



Appendix H- Major  
Asset Framework tenc

### **2.0 VARIATION PROCESS FOR MEASUREMENT AND COST SUBMISSIONS**

#### **2.1 Job Sheet Submission**

Connexus shall provide the Contractor with a standard job sheet template for the recording of all relevant values and measurements in relation to the Works. The Contractor shall complete and submit the job sheet to Connexus as the final cost submission for each Instruction. No further variations shall be accepted following submission of the job sheet, save in the following circumstances:

- where additional works are expressly instructed by the Connexus Project Manager, or
- where items are deemed by Connexus to have been unforeseeable at the time of the original quotation.

#### **2.2 Measurement Verification**

Connexus shall be entitled to conduct audits and checks on submitted measurement at such intervals as Connexus may determine, for the purpose of verifying accuracy and compliance with this Agreement.

#### **2.3 Fixed Price Agreements**

Where a fixed price has been agreed between the Parties in respect of any Instruction, Connexus shall not entertain any variation based on Schedule of Rates (SOR) pricing.

#### **2.4 Threshold for Cost Variations**

Where the Contractor identifies that the actual cost of the Works is likely to exceed the estimated cost by £250 (two hundred and fifty pounds) or more, the Contractor shall:

- Immediately seek verbal authorisation from Connexus;
- within forty-eight (48) hours of obtaining such verbal authorisation, provide written confirmation to Connexus including full details of the proposed cost variation; and
- not undertake any additional work until written approval has been issued by Connexus.

### **SCHEDULE 3 – Work Allocation Procedure**

#### **1. PRE-ALLOCATION CHECKS**

**1.1. A Client may at any time check the Contractor's compliance with the below requirements ("Minimum Selection Requirements") in relation to both economic and financial standing and technical and professional ability as set out below:**

**1.1.1 profitability in at least one of the past two years;**

**1.1.2 Satisfactory Experian Credit Check (or EU equivalent);**

**1.1.3 Membership of Constructionline (or EU equivalent);**

**1.1.4 No enforcement or remedial orders in relation to the Health and Safety Executive (or equivalent body) unless the Contractor can demonstrate to the Client's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches;**

**1.1.5 Minimum Employer's Liability Insurance of £5m and Public Liability Insurance of £5m (and evidence this as reasonably required by the Client);**

**1.2. If a Contractor does not at any time meet the Client's Minimum Selection Requirements, that Contractor will be ineligible to be awarded further work until they again meet the Minimum Selection Requirements.**

**1.3. When allocating a Task, the Client shall exclude any Framework Provider where:**

**1.3.1 their Framework Agreement or Other Framework Agreement has been terminated;**

**1.3.2 they have indicated to the Client that they do not wish to undertake that particular Task or Tasks of the nature of the Task being called-off;**

**1.3.3 they have a conflict of interest (including from any prior involvement in the development of that Task) in relation to a particular Task that the Client considers cannot be overcome by measures less intrusive than the exclusion of the Framework Provider from the call-off;**

**1.3.4 they do not meet the Minimum Requirements at the time at which the Task is being called-off;**

**1.3.5 there is an outstanding Improvement Notice in relation to that Contractor under clause 5.9 of this Framework Agreement.**

**1.4 The Client will allocate work to each Principal Contractor in packages.**

**Orders will be issued electronically to Contractors via The Client's Orchard Asset Pro system.**

**The order will contain a description, property details, customer contact details if applicable, the required response time and an estimated cost (based on the rates in Schedule 2).**

**On receipt of the request, where the property is tenanted the Contractor will be required to contact the customer to arrange a suitable appointment time.**

**Contractors will advise The Client at the end of each month of which jobs have been completed.**

**Each contractor will be allocated extra work subject to satisfactory performance on a rolling basis per job.**

**If the work on any job is found to be unsatisfactory or there are any Health and Safety breaches, then the Contractor will not be allocated the next job until the Client is satisfied with the quality and that any health and safety issues have been rectified.**



## **SCHEDULE 4 - Instruction Pro-forma**

**Connexus Homes Limited  
The Gateway,  
The Auction Yard  
Craven Arms,  
Shropshire,  
SY7 9BW**

**To: Novus Property Solutions Limited  
("the Contractor")  
Five Towns House,  
Hillside, Festival Way,  
Stoke-on-Trent  
ST1 5SH**

**Dear Novus Property Solutions Limited  
Instruction to provide Project Works**

Further to the Framework Agreement dated /11/2025 ("the Framework Agreement") and subject to confirmation of this Instruction under Clause 4 [*Allocation of Instructions*] of the Framework Agreement we would like you to provide the following works ("the Project Works").

1. The Project Works to be undertaken comprise:
  - ***Major Asset Works as listed in Schedule 1 of the Framework Agreement;***
2. The Project Works are to be undertaken at [*insert details of the site*].
3. All Project Works are to be provided on the terms of Schedule 5 of the Framework Agreement [*Instruction Terms*] which terms are deemed to be incorporated into this Instruction.
4. Together the provisions of Schedule 5 to the Framework Agreement and this Instruction compose your appointment to provide the Project Works. In the event of discrepancies between this Instruction and Schedule 5 [*Instruction Terms*] of the Framework Agreement the terms of this instruction take precedence over and shall be regarded as a variation (for this Instruction only) of the discrepant terms of the Framework Agreement.
5. The basis on which you are to be paid for the Works is [      ]
6. The Commencement Date shall be:
  - ***[The date on which this instruction is signed and completed by both parties]***  
***OR***
  - ***[Insert date on which the Works should commence]***
7. The Works shall be completed by [*Insert date, if applicable*]
8. Defects must be rectified within:
  - ***24 (twenty-four) hours in relation to any Defect which must be rectified immediately to safeguard the well-being of any Resident or member of the public or to protect the structural stability and integrity of any Property.; and***
  - ***28 (twenty-eight) calendar days in relation to any other Defect,]***  
***(the "Defect Rectification Period");***
9. The Principal Contractor for the purposes of the CDM Regulations is the Contractor.

10. The Principal Designer for the purposes of the CDM Regulations is [the Contractor.

11. In relation to the Off-Payroll Working Rules:

- the Off-Payroll Working Rules do not apply to this Contract (such that the Client is responsible for making status determinations and notifying the Contractor and Subcontractors of the outcomes);

12. In accordance with the Framework Agreement and the Instruction Terms, the Contractor's delivery of the Works under this Contract be monitored through KPIs.

13. The Insurances required to be maintained by the Contractor are:

- ***public liability cover – £10 million (Ten million pounds) in the aggregate over any period of 12 (twelve) months];***
- ***employer's liability cover as required by law; £5 million (five million pounds)***
- ***professional indemnity insurance cover- £5 million (five million pounds) in the aggregate over any period of 12 (twelve) months;***
- ***product liability insurance cover- £5 million (five million pounds) in the aggregate over any period of 12 (twelve) months***

This Instruction will be executed as a Deed by the Client when the Client wishes to accept the Contractor's proposals for the Project Works and will be delivered when dated.

Yours sincerely

**Connexus Homes Limited Client**

***For completion by the Contractor***

1. I confirm we are prepared to undertake the above instruction.
2. Our nominated representative for the service of formal notices under this instruction is ***[insert name, position and contact details including email]***

**AS WITNESS** both Parties have executed and delivered this Instruction on the *[insert date]* out at the start of it

**EXECUTED and DELIVERED** )  
**by NOVUS PROPERTY SOLUTIONS LIMITED** )  
**acting by** )

**Director** .....

**in the presence of**  
**Witness signature** .....

**Witness (print name)** .....

**Witness address** .....

**EXECUTED by** )  
**CONNEXUS HOMES LIMITED** )  
**acting by** )

**Authorised Signatory** .....

**In the presence of**

**Witness signature** .....

**Witness (print name)** .....

**Witness address** .....

## **SCHEDULE 5 – Instruction Terms (“Contract”)**

### **1. INTERPRETATION**

- 1.1** In this Contract (unless the context requires otherwise) defined terms shall have the meaning given to them in the Framework Agreement or as defined below:

**“CDM Regulations”** means the Construction (Design and Management) Regulations 2015;

**“CIS”** means HMRC’s Construction Industry Scheme;

**“Client’s Group”** means:

- the Client;
- all (if any) of the Client’s subsidiaries, holding companies or societies of which it is a subsidiary together with all subsidiaries of such holding companies or societies (in each case as defined in section 1159 of the Companies Act 2006 or sections 100 and 101 of the Co-operative and Community Benefit Societies Act 2014); and
- the Client’s successors in title;

**“Client’s Requirements”** means any specific rules or requirements for the Works supplied by the Client to the Contractor from time to time including the requirements set out in this Contract and the Framework Agreement;

**“Commencement Date”** means the date stated in the Instruction as the date on which the Works should commence;

**“Contract Period”** means the period from the Commencement Date to the Termination Date;

**“Coronavirus”** the virus strain known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) and the disease known as coronavirus disease 2019 (COVID-19) including, in both instances, any mutations thereof.

**“Coronavirus Event”** any event occurring which delays or prevents the Contractor’s ability to carry out and/or complete the Works which directly or indirectly arises from or is otherwise connected with Coronavirus and/or the consequences of Coronavirus and/or any action, decision or exercise of power taken due to or in connection with Coronavirus including but not limited to:

- any event which has an impact (whether in terms of scarcity, quarantine requirements, self-isolation, controls and restrictions on import or export, increase in prices or otherwise) on the availability or supply of labour, plant, goods or materials required in relation to the Works;
- any change in law occurring after the Base Date;
- any delays to or change in the process for obtaining, or change to the nature of, any consent or approval or certificate required in relation to the

	<p>Works, which occurs after the date of this Agreement; and/or</p> <ul style="list-style-type: none"> <li>• any closure or restriction of access to the site or the surrounding area.</li> </ul>
<b>"Data Controller"</b>	has the meaning given under Data Protection Law;
<b>"Data Processor"</b>	has the meaning given under Data Protection Law;
<b>"Data Protection Law"</b>	means all Law relating to privacy and the processing of personal data, including all applicable guidance and codes of practice issued by the Information Commissioner's Office or any replacement EU or UK data protection or related privacy Law in force in England and Wales;
<b>"Data Protection Principles"</b>	means the principles applicable to the protection of Personal Data under Data Protection Law;
<b>"Data Subject"</b>	has the meaning given under Data Protection Law;
<b>"Data Subject Access Request"</b>	means a request by a Data Subject under Data Protection Law to access their Personal Data;
<b>"DBS Check"</b>	means a check with the Disclosure and Barring Service (or any statutory successor to the Disclosure and Barring Service) of the most extensive kind available (if any) in relation to any (actual or prospective) member of Staff having regard to the Works they are to undertake under this Contract and including any update to that check, whether through the Disclosure and Barring Service update service or through a further check being made;
<b>"Defect"</b>	means any Works not complying with the requirements for those Works as set out in this Contract;
<b>"Defects Liability Period"</b>	means 12 (twelve) Months from the completion of Works to each Property included within the Instruction;
<b>"Defect Rectification Period"</b>	means the period set out for defects rectification in the Instruction;
<b>"Dispute"</b>	means either a dispute concerning this Contract or an allegation by a Party that the other has committed a breach of this Contract;
<b>"Dispute Resolution Procedure"</b>	means the procedure set out in Condition 19 [ <i>Dispute Escalation Procedure</i> ] to 28 [ <i>Governing Law and Enforcement</i> ];
<b>"Documents and Data"</b>	means all documents, data, information, text, drawings, diagrams, images, records or sound embodied in any electronic or tangible medium used or created in connection with this Contract or the Works;
<b>"EIR"</b>	means the Environmental Information Regulations 2004;
<b>"Fee"</b>	means the fee payable for Works calculated as set out in the Instruction;

<b>"FOIA"</b>	means the Freedom of Information Act 2000 but the provisions of this Contract relating to FOIA are to apply only if the Client becomes a designated body under FOIA;
<b>"Force Majeure"</b>	has the meaning given in Condition 14 [ <i>Force Majeure</i> ];
<b>"Framework Agreement"</b>	the Framework Agreement dated [    ];
<b>"Good Industry Practice"</b>	means that degree of skill, care, diligence and workmanship which would reasonably and ordinarily be expected from a skilled and experienced contractor undertaking works similar to the Works;
<b>"Inflation"</b>	means the percentage change in the Index of Consumer Prices (all terms) United Kingdom produced by the Office for National Statistics over the 12 (twelve) months leading up to September immediately preceding 1 April each year;
<b>"Instruction"</b>	means an instruction to provide Project Works in the form in Schedule 4 [ <i>Instruction Pro-forma</i> ];
<b>"Insurances"</b>	means the insurances the Contractor is required to maintain under Condition 13 [ <i>Insurance</i> ] at the minimum levels set out in the Instruction;
<b>"Liability"</b>	means all demands, actions, claims, proceedings, liability, losses, judgements, costs (including legal costs on a "professional and own client" basis), charges, taxes, duties, payments and expenses;
<b>"Off-Payroll Working Rules"</b>	means the rules in Chapter 10 of Part 2 of the Income Tax (Earnings and Pensions) Act 2003;
<b>"Parties"</b>	means the Client and the Contractor and their successors and permitted assignees and "Party" shall be construed accordingly;
<b>"Personal Data"</b>	means personal data, within the meaning given by Data Protection Law which is obtained or Processed in connection with the Works or this Contract;
<b>"Personal Data Breach"</b>	means any event that results or may result in any unauthorised or unlawful access to, Processing, loss and/or destruction of Personal Data in breach of this Contract including any personal data breach (as defined under Data Protection Law);
<b>"Policies"</b>	means the Client's policies applicable to the Works set out in Schedule 7 of the Framework Agreement;
<b>"Processing"</b>	has the meaning given under Data Protection Law and "Process" and "Processed" shall be construed accordingly;
<b>"Pre-Construction Information"</b>	means pre-construction information (as defined in the CDM Regulations) provided to the Contractor in relation to any Works subject to the CDM Regulations;

**"Prohibited Materials"**

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

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

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

- are prejudiced to health and safety;
- pose a threat to the structural stability or the physical integrity of any property;
- could materially reduce the normal life expectancy of any part of any property; or
- are not in accordance with the British Council for Offices publication "Good Practice in the Selection of Construction Materials" in force at the time of their use in the Works;

**"Property"**

means a property owned or managed by an organisation within the Client's Group at which the Works are to be provided or a property belonging to a customer of an organisation for which that organisation is undertaking the Works;

**"Regulatory Body"**

means any governmental, local government administrative or regulatory body (including the Regulator of Social Housing) with oversight over the Works, the Client, any organisation in the Client's Group or the Contractor or from whom permission is required to carry out the Works;

**"Representative"**

means the representative of a Party appointed under the Framework Agreement and the Instruction and "Client's Representative" and "Contractor's Representative" shall be construed accordingly;

**"Request for Information"**

means a request for information made under EIR or, if it applies, FOIA;

**"Resident"**

means a tenant, leaseholder or occupier of a Property;

**"Special Category Data"**

means special category data, within the meaning given by Data Protection Law which is obtained or Processed in connection with the Works or this Contract;

**"Specification"**

means;

- the specification and requirements for carrying out the Works in Schedule 1 and the Instruction;

	<ul style="list-style-type: none"> <li>• all instructions (if any) given to the Contractor by the Client as to how the Works are to be carried out; and</li> <li>• the requirements set out in the Specification of Workmanship and Materials included in the M3 NHF Schedule of Rates Form of Contract 2011 (as revised and updated from time to time, being the most recent version published at the time of carrying out the Works);</li> </ul>
<b>"Standards"</b>	means all quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other equivalent body (and their successor bodies) that are relevant to the Works;
<b>"Statutory Permissions"</b>	<p>means those permissions, consents, approvals, licences, certificates and permits (if any) in legally effective form that are necessary from any Regulatory Body lawfully to commence, carry out and complete the Works in accordance with this Contract including:</p> <ul style="list-style-type: none"> <li>• any planning permission and/or reserved matters approval; and</li> <li>• building regulations consents and/or bye-laws approvals;</li> </ul>
<b>"Subcontract"</b>	means a contract between the Contractor and a Subcontractor or between two or more Subcontractors, at any stage of remoteness from the Client in the Contractor's supply chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the Works;
<b>"Subcontractor"</b>	means any subcontractor of or supplier to the Contractor of any tier;
<b>"Successor Contractor"</b>	means a contractor (or the Client) that undertakes works equivalent to the Works after the Termination Date;
<b>"Tax"</b>	means any form of taxation including corporation tax, income tax, value added tax and all forms of tax collection including IR35, the CIS and the VAT reverse charge;
<b>"Termination Date"</b>	<p>means (as applicable):</p> <ul style="list-style-type: none"> <li>• the date on which all the Works to be undertaken under this Contract are completed; or</li> <li>• the date on which this Contract is terminated under Condition 16 [<i>Termination</i>];</li> </ul>
<b>"VAT"</b>	means Value Added Tax payable under the Value Added Tax Act 1994 or any tax which is substituted for it;
<b>"Works"</b>	means the "Project Works" set out in the Instruction;



**1.2 In this Contract:**

- 1.2.1** references to Conditions are (unless stated otherwise) to the Conditions set out in this Contract;
- 1.2.2** references to Clauses and Schedules are (unless stated otherwise) references to Clauses of and Schedules to the Framework Agreement;
- 1.2.3** the contents section, headings and references to them are not to affect its interpretation;
- 1.2.4** references to a gender include the other gender and neuter and to the singular include the plural and vice versa;
- 1.2.5** any references to Law, shall be construed as references to that Law as amended, replaced, consolidated or re-enacted and in relation to Acts of Parliament shall include all regulations, determinations, directions and statutory guidance having the force of Law made or given under it;
- 1.2.6** references to "consent" or "approval" are to the prior written consent of the consenting or approving Party and any breach of the terms of any consent given is to be a breach of this Contract;
- 1.2.7** the terms "Including" and "In particular" are illustrative only and are not intended to limit the meaning of the words which precede them and neither the ejusdem generis rule of construction nor any similar rule or approach shall apply to the construction of this Contract;
- 1.2.8** references to a legal entity include a firm, partnership, company, cooperative and community benefit society, corporation, association, organisation, government, state, agency, foundation, trust, unincorporated body and any organisation having legal capacity (in each case whether or not having separate legal personality) and its successors (including any that takes over responsibility for its functions), permitted assignees and transferees;
- 1.2.9** references to a person include an individual and any of the bodies referred to in Condition 1.2.8;
- 1.2.10** references to "writing" include electronic communications and other modes of representing words in visible and recordable form except where this Contract states otherwise;
- 1.2.11** if there is any conflict between the Schedules and the Conditions the Schedules shall prevail;
- 1.2.12** references to any document are (unless specified) references to such document as amended or supplemented from time to time; and
- 1.2.13** where a Party consists of more than one person the obligations of each of them are joint and several. The other Party may release or compromise the liability of any of them without affecting that of the others.

**1.3 Where this Contract requires something to be done:**

- 1.3.1** It must be done in accordance with this Contract;
- 1.3.2** if it is to be done within a period after an action is taken, the day on which that action is taken does not count in the calculation of that period; and
- 1.3.3** If the last day of the period within which it must be done is not a Working Day, the period shall be extended to include the following Working Day.

**1.4 All obligations, duties and responsibilities of the Contractor under this Contract are separate obligations, duties and responsibilities owed to the Client.**

- 1.5** This Contract will commence on the Commencement Date (or will be deemed to have done so) and the Contractor's employment under this Contract shall cease\ on the Termination Date.
- 1.6** The Contractor confirms that the Contractor has:
- 1.6.1** taken such steps as the Contractor wishes to take to verify the accuracy of any information provided by the Client and has not relied on any information provided by the Client;
  - 1.6.2** made its own assessment of the costs of and risks of undertaking the Works;
  - 1.6.3** made all due allowances for its costs of undertaking the Works within the fees set out in the Framework Agreement; and
  - 1.6.4** obtained or will obtain all necessary permissions and rights from all Regulatory Bodies necessary or desirable for undertaking the Works.
- 2. CONTRACTOR'S OBLIGATIONS**
- 2.1** In consideration of the Fee the Contractor agrees to undertake the Works from the Commencement Date in accordance with the Specification.
- 2.2** The Client may carry out work similar to the Works through using either its own employees or by engaging other contractors.
- 2.3** The Contractor must undertake the Works:
- 2.3.1** in accordance with all applicable Law, Regulatory Requirements, Statutory Permissions and Standards;
  - 2.3.2** in accordance with this Contract;
  - 2.3.3** in accordance with Good Industry Practice and the Method Statement(s) (if any);
  - 2.3.4** in accordance with the Client's Requirements, the Policies and the Client's repairs obligations to its Residents;
  - 2.3.5** by any specific deadline set out in the Specification, stated in an instruction or agreed with the Client;
  - 2.3.6** in a manner that causes the minimum inconvenience and nuisance from obstruction, dust, noise etc;
  - 2.3.7** within a culture and working environment in which health and safety is paramount to everybody involved with the Works;
  - 2.3.8** in accordance with a properly documented system of quality control designed to ensure that Good Industry Practice is followed; and
  - 2.3.9** in accordance with any reasonable instructions given by the Client's Representative and any working arrangements reasonably requested by the Resident.
- 2.4** The Contractor warrants that it:
- 2.4.1** has the competence, resources and capacity to comply with, and will comply with any Code of Practice approved by the Health and Safety Executive under the Health and Safety at Work etc Act 1974;
  - 2.4.2** will provide all information which might reasonably affect the health and safety of Staff involved in any Works to all those responsible for the design of any aspect of those Works;

- 2.4.3 If undertaking Works involving asbestos which are required to be undertaken by a licensed Contractor, is itself so licensed or will employ an appropriately licensed Subcontractor for the Works;
  - 2.4.4 If undertaking gas Works, either is Gas Safe registered and will use only Staff that are Gas Safe registered or will use a Subcontractor that is Gas Safe registered;
  - 2.4.5 If undertaking Works to solid fuel heating systems either is OFTEC registered or will use a Subcontractor that is OFTEC registered;
  - 2.4.6 If undertaking electrical Works, is a member of the NIC EIC or ECA or will use a Subcontractor that is a member of the NIC EIC or ECA; and
  - 2.4.7 in relation to any Works subject to the CDM Regulations, has the skills, knowledge, experience and organisational capability to act as a contractor and a designer and (where appointed as such under the Instruction) a Principal Contractor and/or Principal Designer under the CDM Regulations for the Works in a manner that secures the health and safety of any person affected by those Works.
- 2.5 When undertaking the Works the Contractor must ensure that:
- 2.5.1 at all times safe systems of work are adopted and all appropriate risk assessments are available;
  - 2.5.2 all appropriate safety signs are used and safety precautions are taken;
  - 2.5.3 any inconveniences and disturbances that are unavoidable are discussed fully in advance with the Resident and any other persons who are likely to be affected and all necessary precautions to be taken are agreed with the Resident and such other persons in advance;
  - 2.5.4 nothing is done that may injure the stability of any Property, or any other building, boundary wall, fence or railings;
  - 2.5.5 no permanent damage is caused to lawns, flower beds, plants, trees or paving during the Works and any damage caused is rectified to the satisfaction of the Client and, where applicable, the Resident;
  - 2.5.6 where the Works involve the Contractor disconnecting any facilities for lighting, heating, power, drinking water and/or sanitation, at the end of every Working Day either those facilities are restored or the Resident(s) of the Property are provided with alternative facilities for lighting, heating, power, drinking water and sanitation;
  - 2.5.7 where a Property is unoccupied on completion of the Works or at the end of each Working Day, that the Property is secured, all doors and windows are locked and any temporary door and window coverings are reinstated as necessary; and
  - 2.5.8 records are kept of any accidents, incidents and health and safety "near misses" in connection with the Works.
- 2.6 The Contractor must provide all tools, plant, equipment and/or vehicles necessary or desirable to undertake the Works and ensure that they are regularly maintained and kept in a safe serviceable and clean condition. These tools, plant, equipment and vehicles shall be at the sole risk of the Contractor including whilst they are at a Property. On written request from the Client, the Contractor shall promptly remove from the Client's Properties any equipment or vehicles that are hazardous, unsafe or unclean and replace them with equipment or vehicles that are safe and clean.
- 2.7 All materials used in the Works must:

- 2.7.1 comply with any requirements set out in the Specification;
  - 2.7.2 be supplied and used in accordance with any applicable manufacturers specifications;
  - 2.7.3 not include any Prohibited Materials; and
  - 2.7.4 be of satisfactory quality and fit for the purposes for which they are supplied (including any specific purposes made known explicitly or implicitly to the Contractor).
- 2.8 Property in materials supplied for the Works will pass to the Client when those materials are incorporated in the Works. With effect from that date the Contractor assigns to the Client the benefit of all manufacturers warranties relating to those materials (except to the extent that the Specification provides or the Client agrees otherwise).
- 2.9 The Contractor must provide such information, co-operation and assistance as the Client reasonably requests to comply with its obligations to consult tenants' associations, and Residents (including leaseholders) who pay variable service charges in relation to the Works. This assistance must be provided in sufficient time to enable the Client to comply with those obligations.
- 2.10 The Contractor must rectify all Defects notified to the Contractor by the Client during the Defects Liability Period to the satisfaction of the Client within their applicable Defects Rectification Period set out in the Instruction.
- 2.11 Where the Instruction sets out that the Contractor shall be the Principal Contractor and/or the Principal Designer, the Client appoints the Contractor as Principal Contractor and/or Principal Designer (as applicable) in relation to any Works subject to the CDM Regulations.
- 2.12 Where the Instruction sets out that the Contractor is not the Principal Contractor and/or the Principal Designer, the Contractor shall liaise with the Principal Contractor and Principal Designer (as applicable) in accordance with CDM Regulations.
- 2.13 The Contractor must inform the Client immediately:
- 2.13.1 of any incident that causes or could cause personal injury or property damage in connection with the Works;
  - 2.13.2 of any circumstances concerning the Works which might justify the Client taking action to protect its interests (including its reputation) or which may lead to a Dispute;
  - 2.13.3 of any breach of Law, Regulatory Requirements or this Contract by the Contractor (including where due to the actions or omissions of a Subcontractor); or
  - 2.13.4 of any manufacturers recalls or safety notices or alerts that are issued for any materials used in the Works.
- 3. REGULATORY REQUIREMENTS**
- 3.1 The Contractor must secure all Statutory Permissions necessary to carry out the Works. The Contractor must pay all fees and charges in connection with this.
- 3.2 The Contractor shall comply with any direction that the Client gives in relation to the Works in order:
- 3.2.1 to prevent a breach of Health and Safety Law;
  - 3.2.2 to secure that the Works are provided in accordance with this Contract; or
  - 3.2.3 to comply with the requirements of any Regulatory Body.

- 3.3 The Contractor shall notify the Client immediately of:**
- 3.3.1 any incident that occurs in providing the Works that causes personal injury or damage to the property of any third party; or**
  - 3.3.2 any investigation by a Regulatory Body in connection with the Works or the Contractor.**
- 3.4 The Client may suspend the provision of the Works by the Contractor if the Client considers the Contractor may have breached this Contract.**
- 3.5 The Contractor shall notify the Client promptly of any material health and safety hazards they encounter at any of the Properties and shall adopt all appropriate safety measures to manage such hazards appropriately.**
- 3.6 The Contractor warrants that all representations and answers given in any due diligence questionnaire, selection questionnaire or pre-qualification questionnaire completed by the Contractor in relation to the procurement of this Contract by the Client were true, complete and accurate when given and will continue to be true, complete and accurate throughout the Contract Period.**
- 4. WORKFORCE**
- 4.1 Subject to the consent of the Resident, the Client (on behalf of the organisation within the Client's Group which owns the Properties to which the Works are undertaken) licenses the Contractor and Staff to go into those Properties in order to provide the Works as set out in this Contract on the basis that the Contractor shall:**
- 4.1.1 be responsible for all liaison with the Resident(s) of any occupied Property to which Works are to be undertaken;**
  - 4.1.2 notify the Client if the Contractor is unable to gain access to a Property after having made reasonable attempts to do so; and**
  - 4.1.3 ensure that all keys, passes and other means of access provided by the Client to the Contractor are kept secure and loaned only to Staff who have proved themselves to be trustworthy.**
- 4.2 The Contractor shall ensure all Staff providing the Works:**
- 4.2.1 have (or are in the course of obtaining) the necessary skills, knowledge, training and experience to carry out the tasks allocated to them in relation to the Works in a manner that secures the health and safety of any person working at or present at the Property whilst the Works are being undertaken;**
  - 4.2.2 are provided with appropriate supervision, instructions and information including in relation to health and safety, so that the Works can be carried out, so far as reasonably practicable, without risks to health and safety;**
  - 4.2.3 have, to the extent that the Contractor is lawfully able to obtain one, been the subject of a DBS Check of the most extensive kind available for that member of Staff in the light of the Works they will undertake under this Contract which discloses that there are no concerns in relation to their working alongside children or vulnerable adults;**
  - 4.2.4 comply with all applicable Health and Safety Law;**
  - 4.2.5 comply with Equality and Diversity Law;**
  - 4.2.6 are paid in accordance with the Law (including having such deductions as are required to be made under Tax and social security Laws made from their pay and accounted for to HMRC);**

- 4.2.7** comply with the Policies (including any Code of Conduct for Contractors maintained by the Client from time to time provided a copy of this has been made available to the Contractor);
  - 4.2.8** comply with any instruction given by the Client Representative in accordance with this Contract;
  - 4.2.9** are provided with and use appropriate personal protective equipment;
  - 4.2.10** carry with them appropriate identification cards as approved by the Client from time to time; and
  - 4.2.11** maintain the highest standards of hygiene and courtesy.
- 4.3** The Contractor shall supply sufficient Staff to undertake the Works in accordance with this Contract. As far as practicable, the Contractor shall maintain continuity of Staff delivering the Works.
- 4.4** The Contractor must not employ any person who is a board member or employee of the Client or a close relative of any such person without the written consent of the Client.
- 4.5** The Contractor must maintain accurate records of the members of Staff undertaking the Works and the Instructions each of them undertake. The Contractor must give the Client a list of all Staff who are delivering the Works within 10 (ten) Working Days of a request by the Client.
- 4.6** The Client may require the Contractor to remove any member of Staff from the Properties if the Client is not satisfied in any way with that Staff member's workwear, conduct, manner, workmanship, ability, safety procedures and observance or DBS Check (when available).
- 4.7** The Contractor shall not solicit, employ or engage any of the Client's employees at any time during the Contract Period or within 6 (six) months of the Termination Date other than through an open advertisement which is responded to by them.
- 4.8** The Contractor warrants that neither the Contractor nor any of its officers or employees:
  - 4.8.1** have been convicted of any offence involving slavery or human trafficking; and
  - 4.8.2** have, to the best of the Contractor's knowledge, been the subject of any investigation, inquiry or enforcement proceedings by any Regulatory Body regarding any offence or alleged offence of, or in connection with, slavery or human trafficking.
- 4.9** The Contractor shall notify the Client promptly in writing if the Contractor becomes aware of or has any reason to believe that the warranty in Condition 4.8 is or may become untrue. The notice must set out full details of the circumstances making the warranty untrue or potentially untrue.
- 4.10** This Contract is a contract for Works and not a contract of employment. Unless the Instruction states that the Off-Payroll Working Rules apply (in which case the Client shall be responsible for making status determinations and notifying the Contractor and Subcontractors of the outcomes) the Parties intend that either:
  - 4.10.1** this Contract falls outside of the Off-Payroll Working Rules, on the basis that the Contractor is not an intermediary for the purposes of the Off-Payroll Working Rules; or
  - 4.10.2** the Works to be provided under this Instruction are fully outsourced and therefore the Contractor is the "client" for the purposes of the Off-Payroll Working Rules and is responsible for compliance with the Off-Payroll Working Rules, including

making any status determinations and notifying the relevant persons of the outcomes.

**4.11** Where the Instruction states that the Off-Payroll Working Rules apply, the Instruction also states whether the Client is responsible for making deductions from the Fee as appropriate to comply with the Off-Payroll Working Rules.

**4.12** The Contractor shall:

**4.12.1** take all reasonable steps to ensure compliance with the Off-Payroll Working Rules (to the extent applicable to the Works) for itself and any Subcontractors;

**4.12.2** regularly check to ensure that any Subcontractors do not fall within the definition of "Intermediary" under the Off-Payroll Working Rules and notify the Client immediately of any that do;

**4.12.3** promptly provide and ensure that its Subcontractors promptly provide all information and documentation that is relevant to determining whether the Off-Payroll Working Rules apply to this Instruction and whether the Client needs to make any status determinations to identify if there are any "deemed employment" relationships (as defined in the Off-Payroll Working Rules).

**4.12.4** inform the Client promptly:

(a) if the Contractor believes that circumstances are about to change or have changed, such that the Contractor would be classed as an intermediary under the Off-Payroll Working Rules;

(b) if, where the Works are "fully outsourced", the Contractor has reason to believe that the Works would no longer be classed as fully outsourced under the Off-Payroll Working Rules and/or that it no longer considers itself to be the "client" for these purposes;

(c) if the Contractor or a Subcontractor is proposing to engage a Worker via an intermediary; and

(d) of any material change to any information or documentation previously provided to the Client under this Contract.

**4.13** The Contractor shall:

**4.13.1** maintain a safeguarding policy that enables Staff to raise safeguarding concerns in an appropriate and confidential manner ("the Contractor's Safeguarding Policy"); and

**4.13.2** ensure that all Staff are made aware of and regularly reminded about the Contractor's Safeguarding Policy.

**4.14** The Contractor warrants that there will be no Staff who transfer to the Client or any Successor Contractor under TUPE from the Contractor or any Subcontractor on or around the Termination Date. If any such Staff do transfer, the Contractor shall indemnify the Client and any Successor Contractor against all Liability arising from:

**4.14.1** any costs of dismissing any such person (whether fairly or unfairly) at any time within the 3 (three) months following the last day of the Contract Period or, if later, from the date on which it was discovered they transferred to that Client or Successor Contractor under TUPE;

**4.14.2** all costs of the Client or the Successor Contractor employing such person up to the point of their dismissal; and

- 4.14.3 where the Employment Tribunal orders the reinstatement of any such person, all costs of the Client or the Successor Contractor employing them for a period of 12 (twelve) months from the last day of the Contract Period.

## **5. MONITORING AND COMPLAINTS**

- 5.1 The Client may monitor the performance of the Works and any activities undertaken by the Contractor in connection with this Contract as the Client considers appropriate. Such monitoring may include auditing the Contractor's operations, facilities and working conditions and the Contractor's quality, environmental, ethical and health and safety procedures and systems. The Contractor must grant access to the Client to any premises from which the Contract is undertaken or administered. The Client may accompany the Contractor at any time and for any Works. This may entail an unannounced visit by the Client to accompany Staff to a Property, or meet them at a Property and monitor the Works being undertaken. The Contractor shall undertake appropriate remedial actions to address any issues or failures identified by an inspection or audit under this Condition 6.1 to the reasonable satisfaction of the Client.
- 5.2 The Client may require the opening up for inspection of any completed or part-completed Works at any time. On request from the Client the Contractor shall open up such Works and notify the Client when the opened-up Works are ready for inspection. If the Works are satisfactory and in accordance with this Contract, the Contractor will be paid its reasonable additional costs for the opening up and making good. If the Works are not in accordance with this Contract, all costs incurred in replacing the unsatisfactory Works, including all costs of "opening up" and "inspection," are to be borne by the Contractor.
- 5.3 The Contractor must:
- 5.3.1 deal with any complaints received in connection with the Works in a prompt, courteous and efficient manner;
  - 5.3.2 keep written records of all complaints received and of the action taken in relation to each of them;
  - 5.3.3 keep those records available for inspection by the Client at any reasonable time;
  - 5.3.4 promptly provide all information the Client requires in order to deal with any complaints the Client receives in connection with the Works or the Contractor; and
  - 5.3.5 co-operate with the Client in responding to ombudsman enquiries in relation to the Works and reimburse the Client any compensation recommended to be paid as a result of the Contractor's default.

## **6. PAYMENT**

- 6.1 The Fee payable for Works is to be calculated in accordance with Schedule 2 and an Instruction, with such fees being adjusted in accordance with Inflation on 1 April 2027 and on 1 April of each subsequent year in the Framework Period in relation to all Instructions called off after that date.
- 6.2 Unless provided otherwise in Schedule 2 or an Instruction, the Fee is to be payable on a monthly basis based on the Works completed in each month.
- The Contractor shall submit one valuation on the 25<sup>th</sup> of each month per address to the Client, this will be reviewed within 3 working days after which the Contractor will raise an invoice to the Client that includes the correct details for all Works completed in that month.

The invoice shall be accompanied by such information as the Client reasonably requires from time to time to verify the amount due in relation to that month. Such invoice may be



in the form of an electronic invoice complying with the European standard and any of the syntaxes published in Commission Implementing Decision (EU)2017/1870. The Client shall accept and process such an electronic invoice, subject to that invoice being undisputed and subject to it complying with this Condition 6.2.

- 6.3 The Fee is exclusive of VAT which shall be added at the prevailing rate and paid by the Client following delivery of a valid VAT (where relevant) Invoice complying with the requirements of this Agreement.
- 6.4 The due date for payment of the Fee for each month is within thirty (30) days of the invoice date.
- 6.5 In the event of a disputed or unauthorized charge, the Client shall inform the Contractor within 5 working days of receiving the invoice and will request the cancellation of the invoice and re-issue of a new invoice at the correct amount.
- 6.6 The Client may set off any money the Client is owed by the Contractor against any amounts due to the Contractor under this Contract subject to the Client serving a notice of intention to pay less on the Contractor at least 3 (three) calendar days before the final date for payment of that amount.
- 6.7 The Fee is paid for the performance of all the Contractor's obligations under this Contract and no payment or reimbursement of expenses is to be made by the Client other than as set out in Schedule 2 or an Instruction.
- 6.8 Where any payment to the Contractor is subject to a deduction for Tax (including where the Client is a 'contractor' under the CIS, any VAT reverse charge applies or any similar Tax deduction scheme applies):
  - 6.8.1 any obligation of the Client to make any payment under this Contract is subject to such deduction for Tax (including the CIS and/or VAT reverse charge);
  - 6.8.2 the Contractor must provide such information as the Client requires from time to time to verify the Tax deduction status of the Contractor; and
  - 6.8.3 the Contractor must notify the Client in writing if at any time its Tax deduction status changes.
- 6.9 This Contract is a contract for works and services and not a contract of employment. Accordingly, the Contractor shall be fully responsible for and shall indemnify the Client for and in respect of:
  - 6.9.1 any income tax, National Insurance and social security contributions and any other Liability arising from or made in connection with the performance of the Works (to the extent that such recovery is not prohibited by Law);
  - 6.9.2 all reasonable costs, expenses and any penalty, or interest incurred or payable by the Client in connection with or in consequence of any such Liability as is referred to in Condition 6.9.1; and
  - 6.9.3 any Liability arising from any employment-related claim or any claim based on worker status (including costs and expenses) brought by any person (including the Contractor) against the Client arising out of or in connection with the Works.

## **7. INTELLECTUAL PROPERTY**

- 7.1 All Intellectual Property Rights in any Documents and Data or any other materials which are produced or developed for or in connection with the Works are to belong to the Party that developed them.
- 7.2 Each Party grants the other Party an irrevocable, non-exclusive, royalty free licence to copy and use (including the right to licence others to do so) in connection with the Works

all Documents and Data in which it has Intellectual Property Rights, but this licence is not to extend to:

7.2.1 copying or using those Documents and Data other than in connection with the Works; or

7.2.2 selling, transferring or otherwise disposing of or granting rights in those Documents and Data.

7.3 Each Party agrees promptly to notify the other Party in writing of any infringement or potential infringement of that Party's Intellectual Property Rights in connection with the Works of which it becomes aware.

7.4 The Contractor shall indemnify and hold harmless the Client against any liability because of a claim or action that the normal operation, possession or use of the Documents and Data made available by the Contractor to the Client infringes the Intellectual Property Rights of the third party.

7.5 The Contractor shall be responsible for the accuracy of all Documents and Data supplied to the Client in connection with the Works and shall indemnify the Client in respect of any Liability caused by any errors or omissions in those Documents and Data.

## **8. PUBLICITY AND REPUTATION**

8.1 The Contractor shall not advertise, publicly announce or undertake any publicity activity that it is undertaking work for the Client without the prior written consent of the Client on each occasion.

8.2 All press releases and media communications relating to this Contract or the Works must be approved by the Client and the Client must be given the opportunity to provide a quote in any press release or media communication.

8.3 The Contractor shall perform its obligations under this Contract in a way that enhances the reputation of the Client. The Contractor shall not do anything that embarrasses the Client or undermines the reputation of the Client either with Residents or generally.

## **9. DATA PROTECTION**

9.1 Each Party shall comply with Data Protection Law when Processing Personal Data under this Contract. This includes complying with the Data Protection Principles and upholding the rights of Data Subjects under Data Protection Law.

9.2 Each Party shall ensure they have all necessary and appropriate legal bases required for the lawful Processing of Personal Data under this Contract (including any transfer of Personal Data to the other Party).

9.3 Under this Contract:

9.3.1 the Client is the Data Controller of Personal Data concerning Residents and the Contractor will be Processing that information as Data Processor on behalf of the Client; and

9.3.2 the Contractor is the Data Controller of Personal Data concerning Staff, but the Client will be Data Controller of any such Personal Data that is processed by them.

9.4 The subject-matter, nature and purpose and the duration of Processing and the types of Personal Data and categories of Data Subject in relation to which Personal Data may be Processed by the Contractor on behalf of the Client under this Contract are set out in the table below:

<b>Subject matter of Processing (including</b>	<b>Names, addresses and contact details, Property access requirements and special requirements in</b>
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<b>types of Personal Data that may be Processed):</b>	relation to access or carrying out the Works which may necessitate Processing of Special Category Data and Personal Data relating to criminal convictions and offences.
<b>Nature and purpose of Processing:</b>	Interrogation of the Personal Data for the purpose of carrying out the Works, including arranging appointments and access, ensuring the health and safety of both Residents and Staff carrying out the Works by complying with the CDM Regulations and any other applicable Regulatory Requirements, monitoring Resident satisfaction and correcting any Personal Data found to be incorrect whilst carrying out the Works.
<b>Duration of Processing:</b>	During the Contract Period and the Defects Liability Period and for 20 (twenty) Working Days from its end (within which it is to be returned or destroyed.)

**9.5 Where the Contractor Processes Personal Data of which the Client is the Data Controller the Contractor shall:**

- 9.5.1** do so only on written instructions from the Client (the first such instructions being those set out in this Contract) as revised by the Client from time to time (where applicable) in accordance with Condition 9.13;
- 9.5.2** promptly comply with the Client's written instructions and requirements from time to time, including any requests to amend, delete or transfer Personal Data;
- 9.5.3** immediately inform the Client if the Contractor thinks that it has been given an instruction which does not comply with Data Protection Law; and
- 9.5.4** take all reasonable steps to ensure the reliability and integrity of all persons (including Staff) whom that Party authorises to Process the Personal Data and ensure that those persons:
  - (a) have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
  - (b) do not Process, publish, disclose or divulge any of the Personal Data other than in accordance with this Contract or the written Instructions of the Client;
  - (c) undergo adequate training in Data Protection Law, the confidentiality, security, use, care, protection and handling of Personal Data and the Contractor's obligations as Data Processor under this Contract;
  - (d) fully cooperate with and assist the Client, by having appropriate technical and organisational measures in place, to give effect to the rights of Data Subjects and respond to requests for exercising the Data Subject's rights including Data Subject Access Requests;
  - (e) Process the Personal Data in such a manner that ensures that at all times the Client complies with Data Protection Law;
  - (f) promptly forward any complaint, request (including a Data Subject Access Request), notice or other communication which relates directly or indirectly to the Personal Data or to either Party's compliance with Data Protection Law (including any request from the Information

Commissioner), to the Client and not respond to or otherwise deal with such communication except as instructed by the Client or as required by Data Protection Law;

- (g) keep records of any Processing of Personal Data it carries out on behalf of the Client which are sufficient to demonstrate compliance by the Client and the Contractor with Data Protection Law;
- (h) on request, provide the Client promptly with all information that the Client needs to show that both the Client and Contractor have complied with their data protection obligations under this Contract; and
- (i) at the option of the Client, either irretrievably delete or return all Personal Data to the Client by the date set out in the table in Condition 9.4 above (unless the Contractor is required by Law to retain that Personal Data).

**9.6** The Contractor shall maintain appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction or damage having regard to:

- 9.6.1 the state of technological development;
- 9.6.2 the cost of implementing any measures;
- 9.6.3 the nature, scope, context and purpose of the Processing of the Personal Data concerned; and
- 9.6.4 the harm that might result from any Personal Data Breach including the risk (which may be of varying likelihood and severity) for the rights and freedoms of natural persons.

**9.7** Security measures maintained under Condition 9.6 shall:

- 9.7.1 to the greatest extent possible involve pseudonymisation and encryption of Personal Data;
- 9.7.2 ensure the ongoing confidentiality, integrity, availability and resilience of the Contractor's technical and IT systems;
- 9.7.3 ensure that the availability of and access to Personal Data can be restored promptly following a physical or technical incident; and
- 9.7.4 include regular testing, assessing and evaluating of the effectiveness of the technical and organisational measures to ensure the security of Processing.

**9.8** The Contractor shall not transfer any Personal Data outside of the European Economic Area without the prior written consent of the Client. Where the Client consents to such a transfer, such transfer shall be governed by the most recently issued (at the time of such transfer) standard contractual Conditions from the European Commission or Information Commissioner's Office for such Personal Data transfer.

**9.9** The Contractor shall notify the Client immediately if the Contractor becomes aware of any Personal Data Breach (however caused). Such notification must:

- 9.9.1 describe the nature of the breach including the categories and number of Data Subjects and records concerned;
- 9.9.2 communicate the name and contact details of all persons from whom more information can be obtained about the breach;
- 9.9.3 describe the likely consequences of the breach; and
- 9.9.4 describe the measures taken by Contractor and the measures which the Contractor wishes the Client (at the expense of the Contractor) to take to address the breach and mitigate its possible adverse effects.

- 9.10** The Contractor shall give the Client immediate and full co-operation and assistance in relation to any such Personal Data Breach including:
- 9.10.1** taking all reasonable steps the Client requires to assist in the containment, mitigation, remediation and investigation of such breach;
  - 9.10.2** providing assistance with notifying the Information Commissioner's Office or affected Data Subjects of any breach of Data Protection Law;
  - 9.10.3** providing the Client promptly with all relevant information in the Contractor's possession; and
  - 9.10.4** where the Personal Data Breach involves Personal Data being lost, damaged, corrupted or unusable, promptly restoring that Personal Data at the Contractor's expense.
- 9.11** The Contractor shall provide reasonable assistance to the Client where the Client is required by Data Protection Law to carry out any privacy impact assessment or data protection impact assessment in relation to Processing Personal Data.
- 9.12** The Client may inspect and audit the Contractor's facilities for Processing the Personal Data of which the Client is Data Controller to ensure they comply with this Contract and Data Protection Law.
- 9.13** The Client may revise their instructions to the Contractor on the Processing of Personal Data at any time if this is necessary or desirable to comply with Data Protection Law. Such revision shall not entitle the Contractor to any additional payment, be a compensation event, lead to any paid or unpaid extension of time or be regarded as a variation to this Contract. The Client shall use reasonable endeavours to give the Contractor as much notice of the revision as possible, consistent with their obligation to comply with Data Protection Law and protect against any Personal Data Breach.
- Nothing in this Contract requires either Party to disclose any information to the other Party or any third party if to do so would breach Data Protection Law. If any part of this Condition 9 does not comply with Data Protection Law, the Client may amend that part (to the minimum necessary to ensure such compliance) by giving the Contractor at least 20 (twenty) Working Days' notice. Such amendment shall not entitle the Contractor to any additional payment, be a compensation event, lead to any paid or unpaid extension of time or be regarded as a variation to this Contract.
- 9.14** The Client may replace this Condition with any applicable Data Controller to Data Processor standard clauses forming part of an applicable certification scheme (as defined under Data Protection Law) at any time by giving the Contractor at least 20 (twenty) Working Days' notice. Such amendment shall not entitle the Contractor to any additional payment, be a compensation event, lead to any paid or unpaid extension of time or be regarded as a variation to this Contract.
- 10. RECORDS AND AUDIT**
- 12.1** The Contractor shall provide facilities for and allow the Client, the Client's internal or external auditors, statutory authorities and any Inspector appointed by any of them full access to conduct any audit investigation of this Contract. This shall include (throughout the period during which the Works are being undertaken and the 7 (seven) years following the date of completion of the Works) access to all Documents and Data in the possession, custody or control of the Contractor relating to this Contract.
- 12.2** The Contractor shall give the Client or any member of the Client's internal audit team or external auditors or any statutory authority on reasonable notice and during normal working hours permission to copy and remove copies of such Documents and Data.

- 12.3 The Contractor shall not destroy any such Documents and Data referred to in this clause 12 until the expiry of the 7 year period in clause 12.1 without the prior written approval of the Client.

## **11. SUBCONTRACTING & ASSIGNMENT**

- 11.1 The Contractor may not assign, transfer, subcontract or deal in any other manner with its rights and obligations under this Contract or any part, share or interest in this Contract without the prior written consent of the Client. Subcontracting shall not relieve the Contractor from liability for the performance of its obligations to the Client under this Contract and the Contractor shall be liable to the Client for the performance of the Subcontractor.
- 11.2 The Client may assign or transfer the benefit of any of its rights under this Contract. An assignment by the Client be effective when written notice of it is served on the Contractor.
- 11.3 The Client may require the Contractor to enter into a deed of novation to transfer or extend both the Client's rights and obligations under this Contract to any registered provider of social housing. The deed of novation must be in such form as the Client reasonably requires.
- 11.4 Where the Contractor enters into a Subcontract, the Contractor shall include in that Subcontract provisions:
- 11.4.1 requiring invoices to be considered and verified in a timely fashion;
  - 11.4.2 requiring the payment of valid and undisputed invoices within 30 (thirty) calendar days;
  - 11.4.3 providing that where there is an undue delay in considering and verifying an invoice, that invoice is to be regarded as valid and undisputed after a reasonable time has passed;
  - 11.4.4 enabling the Subcontract to be terminated if the Subcontractor fails to comply with any obligations under and environmental, social or employment Law in performing the Subcontract; and
  - 11.4.5 requiring the Subcontractor to include provisions having the same effect as this Condition 11.4 in any subcontract relating to the Works.
- 11.5 The Contractor shall not allow a Subcontractor to Process any Personal Data of which the Client is Data Controller without the prior written consent of the Client to that Subcontractor doing so. Where the Contractor wishes a Subcontractor to be able to do so the Contractor shall provide the Client with such evidence as the Client requires in order to be satisfied that the proposed Subcontractor is capable of complying with the Contractor's obligations under this Contract and under Data Protection Law in relation to that Personal Data.
- 11.6 Where the Client allows a Subcontractor to Process Personal Data in accordance with Condition 11.5, the Contractor shall:
- 11.6.1 include provisions identical to those in Condition 11 [*Data Protection*] in the Subcontract with that Subcontractor; and
  - 11.6.2 provide in the subcontract that the Client may enforce such obligations directly against the Subcontractor under the Contracts (Rights of Third Parties) Act 1999.
- 11.7 Within 5 (five) Working Days of the Commencement Date the Contractor shall notify the Client in writing of the names, contact details and (if known) details of legal representatives of each of its proposed Subcontractors. The Contractor shall notify the Client within 5 (five) Working Days of:

- 11.7.1 any change to that information; and
- 11.7.2 the name, contact details and (if known) details of legal representatives of any new Subcontractors.
- 11.8 The Contractor shall take appropriate steps to ensure that there is no slavery or human trafficking in its supply chains and in connection with this the Contractor shall:
  - 11.8.1 implement due diligence procedures for its Subcontractors;
  - 11.8.2 require all Subcontractors to warrant that, neither the Subcontractor nor any of the Subcontractor's officers or employees:
    - (a) have been convicted of any offence involving slavery or human trafficking; or
    - (b) have, to the best of the Subcontractor's knowledge, been the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking;
  - 11.8.3 require all Subcontractors to notify them promptly in writing if the Subcontractor becomes aware of or has any reason to believe that the warranty in Condition 11.8.2 is or may become untrue. The notice must set out full details of the circumstances making the warranty untrue or potentially untrue;
  - 11.8.4 require all Subcontractors to include provisions having the same effect as this Condition 11.8 in all Subcontracts (at any stage of remoteness from the Client in the supply chain) relating to the Works; and
  - 11.8.5 promptly pass to the Client a copy of any notice from a Subcontractor under Condition 11.8.3.
- 11.9 The Contractor shall maintain control over and ensure adequate liaison with Subcontractors to ensure compliance with this Contract. Any obligation on the Contractor not to do anything in this Contract is to include an obligation on the Contractor to procure that all Subcontractors and Staff do not do it.
- 11.10 The Contractor shall terminate a Subcontract within 20 (twenty) Working Days of being requested to do so by the Client if:
  - 11.10.1 the actions or omissions of the Subcontractor have led to the Contractor being in material breach of this Contract;
  - 11.10.2 the Subcontractor or anyone for whom the Subcontractor is responsible has acted fraudulently or made a fraudulent misrepresentation in connection with the Works or this Contract;
  - 11.10.3 the Subcontractor or anyone for whom the Subcontractor is responsible has offered or agreed to give any person working for or engaged by the Client any gift or consideration in relation to this Contract as set out in Condition 15.1 [*Corruption, Bribery and Conflicts*];
  - 11.10.4 there is (in the reasonable opinion of the Client) an actual or potential conflict between the interests of the Subcontractor and those of the Client;
  - 11.10.5 the Subcontractor is in breach of Health and Safety Law or is considered by the Client to be working or to have worked in a way that does not fully comply with Health and Safety Law or any guidance or best practice approved in relation to Health and Safety Law;

- 11.10.6 the Subcontractor commits a material breach of Data Protection Law (including any Personal Data Breach or any breach which the Client, as Data Controller, is required to report to the Information Commissioner);
- 11.10.7 there is a change of control of the Subcontractor (as defined in section 1124 Corporation Tax Act 2010) which the Client has not approved in advance; or
- 11.10.8 the Subcontractor is found to have committed any offence involving slavery or human trafficking or to have breached environmental, social or labour laws.

## **12. INDEMNITY**

- 12.1 The Contractor shall indemnify the Client against Liability for the death of or personal injury to any person arising out of or in the course of the Works unless it was due to the negligence or default of the Client.
- 12.2 The Contractor shall indemnify the Client against loss or damage to any property including any Property and/or any property adjoining a Property to which any Works are undertaken, where that loss or damage is caused by any negligence, default or breach of Law in carrying out the Works or any breach of this Contract. Such loss or damage includes any contamination or pollution caused and any Liability for trespass or nuisance.

## **13. INSURANCE**

- 13.1 Subject to such insurance being available in the market place at commercially reasonable rates and on commercially reasonable terms the Contractor shall maintain the Insurances with the minimum levels of cover set out in the Instruction. Such Insurances shall be maintained with a substantial and reputable insurance company. Any increased or additional premium or adverse terms required by insurers because of the Contractor's own claims record or other acts, omissions or matters specific to the Contractor shall be deemed to be within commercially reasonable rates and terms.
- 13.2 Whenever required to do so by the Client, the Contractor shall provide the Client with documentary evidence that the Insurances referred to in Condition 13.1 are being properly maintained and that premium payments are up to date.
- 13.3 If any of the Insurances required by this Contract cease to be available at commercially reasonable rates and on commercially reasonable terms, the Contractor shall notify the Client immediately and the Parties shall discuss the best way to protect their respective positions. In these circumstances the Client may terminate this Contract under Condition 16.1 [*Termination*].
- 13.4 If the Contractor fails to maintain any of the Insurances (except following a notification under Condition 13.3) the Client may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.
- 13.5 Each Party agrees not to do anything or omit to do anything, which could make the insurance policies referred to in Condition 13.1 void, voidable or unenforceable.

## **14. FORCE MAJEURE**

- 14.1 Subject to the Contractor complying with Conditions 14.2 and 14.3, neither Party is to be liable to the other for any failure or delay in performing its obligations under this Contract due to any cause beyond its reasonable control ("Force Majeure") including governmental actions, war, riots, terrorist attacks, civil commotion, fire, flood, epidemic, labour disputes (other than labour disputes involving employees of that Party or its Subcontractor's employees), currency restrictions and Act of God.
- 14.2 The Contractor shall inform the Client immediately of any actual or potential industrial action, by Staff or others, which might affect its ability at any time to perform its obligations under this Contract.



- 14.3 The date for performance of an obligation which has been delayed by Force Majeure is to be suspended only for the period of delay caused by Force Majeure.
- 14.4 The Party seeking to exempt itself from Liability because of this Condition 14 must give written notice to the other Party within 2 (two) Working Days of becoming aware of Force Majeure and must use all reasonable endeavours to mitigate its severity.
- 14.5 The Party seeking to exempt itself from Liability because of this Condition 14 is not entitled to payment from the other Party for extra costs and expenses incurred because of Force Majeure.
- 14.6 Either Party may terminate this Contract by giving immediate notice to the other Party if Force Majeure continues for a period of 2 (two) months or more.
- 14.7 In the event of a Coronavirus Event the Contractor shall not be liable to the Client for any losses the Client suffers flowing from delay. Equally, the Contractor shall not be entitled to claim for any additional costs it incurs as a result of a Coronavirus Event

## **15. CORRUPTION, BRIBERY AND CONFLICTS**

- 15.1 The Client may terminate this Contract for default by the Contractor immediately by written notice and recover from the Contractor the amount of any loss resulting from such termination if:
- 15.1.1 the Contractor commits an offence under the Bribery Act 2010 or any law concerning fraudulent or corrupt acts in relation to this Contract or any other contract with the Client;
- 15.1.2 the Contractor has offered or given or agreed to give the Client, or any person connected with any gift or consideration of any kind as an inducement or reward for:
- (a) doing or not doing or having done or not having done any action in relation to the obtaining or execution of this contract or any other contract with the Client; or
- (b) showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Client; or
- 15.1.3 the acts referred to in Conditions 15.1.1 or 15.1.2 have been done by any person employed by the Contractor or acting on the Contractor's behalf (whether without or with the Contractor's knowledge).
- 15.2 The Contractor shall not do anything which would place the Client in breach of the prohibition in Section 122 of the Housing and Regeneration Act 2008 or the Client's Probity Policy or Code of Conduct, copies of which the Client shall supply to the Contractor on request from the Contractor.
- 15.3 The Contractor shall take and require all Subcontractors to take all reasonable steps, in accordance with Good Industry Practice, to prevent fraud and bribery in connection with this Contract. The Contractor shall notify the Client immediately if it has reason to suspect that any fraud or bribery (including any breach of Condition 15.1) has occurred, is occurring or is likely to occur.
- 15.4 If the Contractor or any of its Staff commits any fraud or bribery (including any breach of Condition 15.1) in relation to this or any other contract with the Client, the Client may recover in full from the Contractor any loss sustained by the Client in consequence of such fraud.
- 15.5 The Contractor shall cooperate fully with the Client, its auditors and/or any Regulatory Body in relation to any investigation into fraud or bribery in connection with this Contract

**15.6** The Contractor shall take appropriate steps to ensure that they are not placed in a position where (in the reasonable opinion of the Client) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the obligations owed to the Client under this Contract.

**15.7** The Contractor shall promptly notify and provide full particulars to the Client if any conflict referred to in Condition 15.6 above arises or is reasonably foreseeable to arise.

## **16. TERMINATION**

**16.1** The Client may terminate this Contract either with immediate effect or with effect from a future date specified by the Client by giving the Contractor written notice if:

**16.1.1** the Contractor commits a material breach of this Contract which is not remedied to the satisfaction of the Client within 10 (ten) Working Days of written notice from the Client notifying the Contractor of the breach and stating that if it is not remedied this Contract may be terminated for the Contractor's material breach;

**16.1.2** the Contractor or anyone for whom the Contractor is responsible has acted fraudulently or made a fraudulent misrepresentation in connection with the Works;

**16.1.3** the Contractor or anyone for whom the Contractor is responsible has offered or agreed to give any person working for or engaged by the Client any gift or consideration in relation to this Contract or any other Contract between the Contractor and the Client as set out in Condition 15.1 [*Corruption, Bribery and Conflicts*];

**16.1.4** there is (in the reasonable opinion of the Client) an actual or potential conflict between the interests of the Contractor and the duties owed to the Client under this Contract;

**16.1.5** the Contractor is in breach of Health and Safety Law or is considered by the Client to be working or to have worked in a way that does not fully comply with Health and Safety Law or any guidance or best practice approved in relation to Health and Safety Law;

**16.1.6** the Contractor is the subject of any insolvency related procedure including:

- (a) suspending or threatening to suspend, payment of its debts or being unable or deemed unable to pay its debts within section 123 of the Insolvency Act 1986;
- (b) commencing negotiations with any of its creditors with a view to rescheduling any of its debts, or making a proposal for or entering into any compromise or arrangement with any or all of its creditors;
- (c) applying to court for, or obtaining, a moratorium under the Insolvency Act 1986;
- (d) having a petition filed, passing a resolution, or having an order made for its winding up (except for the purposes of an amalgamation or reconstruction of a solvent company);
- (e) giving or receiving notice of any intention to appoint or appointing or having appointed an administrator, receiver, receiver and manager or administrative receiver or applying for or being the subject of an administration order;
- (f) having a creditor take possession of, or distress, execution, sequestration or other such process levied or enforced on or sued

- against, the whole or any part of its assets and such attachment or process not being discharged within 10 (ten) Working Days;
- (g) ceasing to trade or threatening to cease to trade;
  - (h) failing within the time provided for payment to honour any guarantee or indemnity it has given which has fallen due and been called upon;
  - (i) (where the Contractor is an individual):
    - i. being the subject of a bankruptcy petition or order;
    - ii. having a receiver appointed over his/her assets;
    - iii. making an arrangement with creditors; or
    - iv. being deemed unable to pay his/her debts within section 268 of the Insolvency Act 1986;
  - (j) (where the Contractor is a partnership, other than a limited liability partnership) having one of its partners subject to any of the insolvency events in Condition 16.1.6(h) applying to individuals;
  - (k) having a debt relief order made in respect of them; or
  - (l) being the subject of any equivalent or similar event in England & Wales or in any other legal jurisdiction.
- 16.1.7 any of the Insurances ceases to be available at commercially reasonable rates;
- 16.1.8 the Contractor purports to assign, subcontract, novate or create any form of security over its rights under this Contract without the Client's written consent;
- 16.1.9 the warranty in Condition 3.7 [*Regulatory Requirements*] is or becomes untrue in any material respect;
- 16.1.10 the Contractor commits a material breach of Data Protection Law (including any Personal Data Breach or any breach which the Client, as Data Controller, is required to report to the Information Commissioner;
- 16.1.11 the Contractor commits or is found to have committed any of the offences listed in Schedule 6 of the Procurement Act 2023, any of the Contractor's directors, officers or senior managers commit or are found to have committed any of those offences, a Court orders that this Contract is set aside because of a serious infringement of the EU Treaty or a Court orders that this Contract is set aside because it has been subject to a substantial modification;
- 16.1.12 there is a change of control of the Contractor (as defined in section 1124 Corporation Tax Act 2010) which the Client has not approved in advance;
- 16.1.13 the Contractor makes a false or fraudulent claim for payment under this Contract; or
- 16.1.14 the Contractor or a Subcontractor is found to have committed any offence involving slavery or human trafficking or to have breached environmental, social or labour Laws.
- 16.2 The Client may terminate this Contract by giving the Contractor not less than the period of written notice to do so set out in the Instruction. Where the Instruction so states, the Contractor may terminate this Contract by giving the Client not less than the period of written notice to do so set out in the Instruction.
- 16.3 The Contractor may terminate this Contract either with immediate effect or with effect from a future date specified by the Contractor by giving the Client written notice if:

- 16.3.1 the Client fails to pay any undisputed amount due to the Contractor under this Contract (in respect of which the final date for payment has occurred) within 20 (twenty) Working Days of written notice from the Contractor served on the Client notifying the Client of the non-payment and stating that, if it is not remedied, this Contract will be terminated for non-payment by the Client; or
  - 16.3.2 the Client, without good reason, commits a material breach of this Contract which substantially prevents the Contractor from complying with the Contractor's obligations under this Contract and fails to remedy that material breach within 20 (twenty) Working Days of written notice from the Contractor served on the Client stating that if it is not remedied this Contract will be terminated for material breach by the Client.
- 16.4 Either Party may terminate this Agreement at any time, without cause, by providing the other Party with no less than ninety (90) calendar days' prior written notice. Upon termination under this clause:
- 16.4.1 The Supplier shall cease all services on the effective date of termination unless otherwise agreed in writing.
  - 16.4.2 The Customer shall pay the Supplier for all services properly performed up to the effective date of termination, including any agreed expenses incurred.
  - 16.4.3 Neither Party shall be liable to the other for any loss of anticipated profits or any consequential loss arising from such termination.
- 16.5 Termination of this Contract is without prejudice to the rights and duties of either Party accrued due before termination or to any provisions which are intended to survive termination, including:
- 16.5.1 Condition 7 [*Intellectual Property*];
  - 16.5.2 Condition 8 [*Publicity and Reputation*];
  - 16.5.3 Condition 11 [*Data Protection*]; and
  - 16.5.4 Condition 10 [*Records and Audit*].
- 16.6 The Dispute Resolution Procedure shall not apply to any issues concerning termination of this Contract.
- 16.7 On termination of this Contract the Contractor must co-operate fully with the Client and / or any Successor Contractor in relation to the legal and operational handover of responsibilities between the Contractor and the Client or Successor Contractor.
- 16.8 The Contractor must use all reasonable endeavours to procure that the benefit of any guarantees, warranties, documentation and service contracts relating to the Works that are in force on the Termination Date are assigned to the Client or as the Client may instruct.
- 16.9 The Contractor must deliver to the Client (or as the Client directs) all materials and equipment paid for by the Client (if any) within 10 (ten) Working Days of:
- 16.9.1 the Termination Date, where the reason for termination is any reason other than breach of this Contract by the Client; or if later
  - 16.9.2 the date on which the Contractor receives payment for those materials and equipment.

- 16.10 Within 5 (five) Working Days of the Termination Date, the Contractor must:**
- 16.10.1** return all Client Data and Documents and Data provided by the Client and ensure no electronic copies are maintained;
  - 16.10.2** provide copies of all other Client Data and Documents and Data used in connection with the Works to the Client and delete any Client Data from the Contractor's IT system (other than as required by Condition 10.2 *[Records and Audit]*); and
  - 16.10.3** return all keys, passes, door entry codes and other information relating to the Properties.
- 16.11** Where this Contract has been terminated under Condition 16.1 or the Contractor has been the subject of any insolvency related procedure as set out in Condition 16.1.6, any provision of this Contract which requires any payment to be made to the Contractor in respect of the Works will cease to apply until the Client has quantified its costs and losses resulting from termination. Those costs and losses may include the Client's reasonable internal costs as well, as the costs of employing others to complete the Works (including any Works the Client reasonably expected to be completed under an instruction during the 6 (six) months following the Termination Date).
- 16.12** Where this Contract is terminated in accordance with Conditions 16.2 or 16.3, the Client shall pay the Fee due for Works provided by the Contractor in accordance with this Contract up to the Termination Date, but no other payment shall be due on termination.
- 17. NO PARTNERSHIP OR AGENCY**
- 17.1** Nothing in this Contract is to constitute or be deemed to create any joint venture or any partnership under the Partnership Act 1890, the Limited Partnerships Act 1907, the Limited Liability Partnerships Act 2000 or any other law concerning partnerships or limited liability partnerships.
- 17.2** No Party shall hold itself out as the agent of any other or have any authority to bind the other except to the extent that this Contract expressly provides otherwise.
- 18. NOTICES**
- 18.1** Subject to Conditions 18.4 and 18.5, notices or other communications under this Contract will be duly served if given by and sent to the Party to be served in accordance with the following table with the date of service and method of proof being as set out in it:

<b>Method of Service</b>	<b>Date of Service</b>	<b>Proof of Service</b>
Personal delivery of a letter addressed to the Party to be served at the address for service.	Day of delivery if before 16.00 on a Working Day otherwise 10.00 on the next Working Day thereafter.	Proof of delivery.
First class letter addressed to the Party to be served at its address for service.	48 hours after posting if that is a Working Day otherwise 10.00 on the next Working Day thereafter.	Proof of posting unless returned through the Post Office undelivered service within 21 days of posting.
Email (requesting a "read receipt") addressed to the Party to be served and sent	Day of transmission if before 16.00 on a Working Day otherwise 10.00 on the next Working Day thereafter.	Proof of sending email to the correct email address plus proof of read receipt.

<b>Method of Service</b>	<b>Date of Service</b>	<b>Proof of Service</b>
to its email address for service.		

**18.2** Each Party's address for service is its registered office where it has one. Where the Contractor does not have a registered office the Contractor's address for service is the address set out at the start of this Contract or such other address as it notifies to the Client in writing.

**18.3** The Client's email for notice is as set out in the Framework Agreement. The Contractor's email for notice is as set out in the Instruction.

**18.4** Email shall not be a valid method of service for notices relating to termination under Condition 16 [*Termination*], Force Majeure under Condition 14.6 [*Force Majeure*] or relating to any Dispute.

**18.5** This Condition 18 does not apply to the service of legal proceedings or to notices served in legal proceedings.

## **19. DISPUTE ESCALATION PROCEDURE**

**19.1** Each Party must attempt to resolve any Disputes which it has with the other amicably but nothing in this Condition 19 is to prevent the exercise by a Party of its other rights under this Contract.

**19.2** If a Party considers that a Dispute has arisen it may write a letter to the other Party specifying:

**19.2.1** what the Dispute is alleged to be;

**19.2.2** what steps should be taken to resolve the Dispute; and

**19.2.3** within what reasonable period such steps should be taken.

**19.3** If the Dispute is not resolved within the period set out in the letter then representatives of the Parties must seek to resolve the Dispute working collaboratively.

**19.4** Conditions 19.1 to 19.3 do not apply to any Disputes over a decision to terminate this Contract or over any Party's entitlement to do so.

**19.5** Subject to the Contractor's right to suspend performance for non-payment, the Parties shall continue to comply with all their obligations under this Contract regardless of the nature of the Dispute, and despite the referral of the Dispute for resolution under this Condition 19.

**19.6** Any compromise of a Dispute which is certified in writing by solicitors advising the Client on that Dispute as a settlement which is based on a permissible interpretation of the respective rights and obligations of the Parties under it this Contract is to be regarded as having been derived from the terms of this Contract and is not to be regarded as a variation to it.

## **20. ADJUDICATION**

If a Dispute arises which any Party wishes to refer to adjudication, the TeCSA (Technology and Construction Solicitors Association) Adjudication Rules current at the time of the Dispute shall apply.

**21. COUNTERPARTS**

This Contract may be executed in two or more counterparts each of which shall be deemed to be an original, but the counterparts shall together constitute one and the same contract.

## SCHEDULE 6 – KPIs

On a monthly basis, Connexus will measure the following:

Measure	Target
<b>Cost</b>	
Variance	0% - Invoice exactly matches agreed order
<b>Delivery Timeliness</b>	
Planned versus actual on programme	100% on time
Planned Start vs Actual Start	100% on time
Planned Finish vs Actual Finish	100% on time
Duration of works on site	Expected Duration
<b>Works Quality</b>	
100% snag free post inspection completions	100%
Defects	0%
<b>Customer Satisfaction</b>	
Survey Rating	95%+
Complaints	0%
<b>Health and Safety</b>	
Reporting Near Misses	10
Incidents	0
Accidents	0
RIDDOR	0



## **SCHEDULE 7 – Client's Policies**

**Connexus Equality and Diversity Policy**

**Connexus Health and Safety Policy**


**Connexus Anti-fraud Policy**

**Connexus Anti- Bribery and Corruption Policy**

**Connexus Dignity at Work Policy**



**EXECUTED AND DELIVERED AS A DEED by** )  
**CONNEXUS HOMES LIMITED** )  
 In the presence of: )

Director ...  .....  
 Gemma Bourne

Witness signature ...  .....

Witness name ... Melissa Cox .....

Witness address Connexus Homes Limited  
 The Auction Yard  
 ... Crown Arms  
 647 9BW

**EXECUTED AND DELIVERED AS A DEED by** )  
**NOVUS PROPERTY SOLUTIONS LIMITED** )  
 in the presence of: )

Director/Designated Member ...  .....

Witness signature ...  .....

Witness name . MATT HILEY .....

Witness address FIVE TOWERS HOUSE, HILLSIDE

FESTIVAL PARK, STAKE-ON-TRUST ST1 5SH