

**NORTHERN HOUSING CONSORTIUM LIMITED**

**AND**

**ECCLESIASTICAL INSURANCE OFFICE PLC**

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**FRAMEWORK AGREEMENT RELATING TO THE SUPPLY OF SERVICES UNDER THE  
TENANTS CONTENTS INSURANCE (TCI) TENDER TO CONSORTIUM MEMBERS**

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**THIS FRAMEWORK AGREEMENT** is made 5 December 2025

**BETWEEN:**

- (1) **NORTHERN HOUSING CONSORTIUM LIMITED**, a company incorporated in England with company number 04361009 whose registered office is at Hope Street Xchange, 1-3 Hind Street, Sunderland, SR1 3QD (the "**Consortium**"); and
- (2) **ECCLESIASTICAL INSURANCE OFFICE PLC**, a company incorporated in England and Wales with company number 00024869 whose registered office is at Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL4AW (the "**Supply Partner**".)

**WHEREAS**

- (A) The Consortium is a Centralised Procurement Authority as defined under the Procurement Act 2023. The Consortium provides procurement, tendering and contract management services to its Members. The Consortium has invited tenders for the supply of services to its Members in accordance with the Public Procurement Rules.
- (B) On the basis of the Supply Partner's Tender, the Consortium selected the Supply Partner to enter into a framework agreement to provide insurance services to Member's Tenants. (the "**Framework Agreement**").
- (C) The Framework Agreement sets out the procedure for providing contents insurance to Tenants through the Simple Tenants Contents Insurance Scheme, the main terms and conditions for the provision of the insurance services and the obligations of the Supply Partner under this Framework Agreement.

**NOW THE PARTIES HAVE AGREED AS FOLLOWS:**

1. **INTERPRETATION**

1.1 In this Framework Agreement the following words shall have the following meaning:

**Business Day** means a day (other than a Saturday, Sunday or public holiday) when the banks in London are open for business.

**Effective Date** means 1<sup>st</sup> April 2026.

**Force Majeure Event** means any cause affecting, preventing or hindering the performance by a party of its obligations under this agreement arising from acts, events, omissions or non-events beyond its reasonable control, which for these purposes shall be deemed to include but not limited to, acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but to exclude any industrial dispute relating to the Supply Partner, the Supply Partner's personnel or any other failure in the Supply Partner's supply chain (which shall not be treated as for any purpose as including Marsh).

**Management Information** means details of the services supplied during the relevant period including but not limited to the price due to the Supply Partner for the services, and any other information that the Consortium may reasonably request from the Supply Partner in relation to the Framework Agreement.

**Marsh** means Marsh Limited. For clarity, the Consortium is an Introducer Appointed Representative of Marsh Limited, which is authorised and regulated by the Financial Conduct Authority under Firm Reference Number 307511.

**Members** means the organisations who are Members of the Consortium from time to time.

**Order** means the Tenant's request for a quotation for contents insurance and, following acceptance of that quotation, the Tenant's instruction to the Supply Partner to issue and bind the policy in accordance with the accepted terms.

**Prohibited Acts** means the following acts:

- (a) receiving, offering, given or agreeing to give to any person any gift or consideration of any kind as an inducement or reward for:
  - (i) doing or not doing (or for having done or not having done) any act in relation to the award, obtaining, performance, monitoring of this Framework Agreement, any Supply Agreement or any other contract with the Consortium; or
  - (ii) showing or not showing favour, or disfavour to any person in relation to this Framework Agreement, any Supply Agreement or any other contract with the Consortium; or
- (b) entering into this Framework Agreement, any Supply Agreement or any other contract with the Consortium in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before this Framework Agreement is made particulars of any such commission and the terms and conditions of any such agreement for the payment therefore have been disclosed in writing to the Consortium.
- (c) committing any offence:
  - (i) under the Bribery Act 2010;
  - (ii) under any legislation creating offences concerning fraudulent acts;
  - (iii) at common law concerning fraudulent acts.
- (d) defrauding, attempting to defraud or conspiring to defraud the Consortium.

**Public Procurement Rules** means the Procurement Act 2023, the Procurement Regulations 2024, related UK legislation, and Government guidance issued in connection therewith, as amended from time to time

**Quarter** means each period of three calendar months ending on 31 March, 30 June, 30 September and 31 December.

**Remuneration Fee** means *[Redacted: Commercial Sensitivity]* of the gross written premium paid to the Supply Partner under this Agreement which (1) is to be paid by the Supply Partner to Marsh under the terms of this Framework Agreement and the Scheme Agreement and (2) which the parties acknowledge includes all taxes including any applicable VAT.

**Scheme Agreement** means the agreement entered into between the Supply Partner and Marsh governing the operation of the Simple Tenants Contents Insurance Scheme, including administration of insurance cover for Tenants and any related obligations required under the Framework Agreement.

**Services** means the contents insurance available to Tenants under this Framework Agreement (as specified in the Tender) to be provided in accordance with the Scheme Agreement.

**Standard Rates** means the Supply Partner's rates as set out in the Scheme Agreement as amended from time to time in accordance with this Agreement. For the avoidance of doubt these updated rates shall supersede the rates set out in the Tender.

**Supplier Member** means a supplier who becomes an associate member of the Consortium for the purpose of providing services to Members of the Consortium or their Tenants.

**Scheme or Simple Tenants Contents Insurance Scheme** means the tenants contents insurance scheme, designed to provide contents insurance for Tenants of Members of the Northern Housing Consortium.

**Scheme Agreement** means the agreement between the Supply Partner and Marsh under which contents insurance is provided to Tenants under the Scheme, and any related agreements necessary to facilitate the management and administration of the Scheme.

**Tenant** means any person who occupies a residential property under a tenancy agreement with a Member (landlord or housing provider) and is eligible to apply for or hold Tenants' Contents Insurance under the Scheme. For the purposes of this Agreement, "Tenant" includes any individual named on the tenancy agreement and residing at the insured address.

**Tender** means the Supply Partner's tender submitted to the Consortium on 29<sup>th</sup> August 2025 and set out in **Schedule 1**.

**Term** means a period from the Effective Date until the date falling 48 months thereafter unless terminated earlier in accordance with Clause 6.

1.2 In this Framework Agreement:-

- 1.2.1 References to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.
- 1.2.2 References to the masculine include the feminine and to the singular include the plural and vice versa as the context admits or requires.
- 1.2.3 Headings will not affect the construction of this Framework Agreement.
- 1.2.4 References to Clauses and the Schedules are references to clauses of and the schedule to this Framework Agreement. The schedules shall be deemed to form part of this Framework Agreement. In the event of any inconsistency between this Framework Agreement and the Schedules, the Framework Agreement shall prevail, followed by the Schedules.

## 2. **TERM OF FRAMEWORK AGREEMENT**

- 2.1 The Framework Agreement shall take effect on the Effective Date and (unless it is terminated in accordance with the terms of this Framework Agreement or is otherwise lawfully terminated), shall terminate at the end of the Term.

### 3. **SCOPE OF FRAMEWORK AGREEMENT**

- 3.1 This Framework Agreement governs the relationship between the Consortium and the Supply Partner in respect of the provision of the services by the Supply Partner under the Scheme.
- 3.2 The Supply Partner shall be eligible to receive and respond to requests for contents insurance quotations from Tenants (or the Consortium or Members on a Tenant's behalf) during the Term.
- 3.3 The Supply Partner acknowledges that, in entering this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the Consortium for the services required by Tenants under the Framework Agreement. The Consortium, Members and Tenants are at all times entitled to enter into other contracts and arrangements with other suppliers for the provision of any or all services which are the same as or similar to the services.

### 4. **AWARD PROCEDURES**

- 4.1 If a Member decides to source services through the Framework Agreement then it may instruct the Consortium to:
- 4.1.1 satisfy its requirements for standard services by identifying the Supply Partner to be awarded a Supply Agreement in accordance with the terms laid down in this Framework Agreement without re-opening competition ("**Standard Services**").
- 4.2 Nothing in this Framework Agreement shall oblige any Member to promote the Scheme or any Tenant to take out an insurance policy with the Supply Partner under the Scheme..
- 4.3 The Supply Partner acknowledges that the Consortium is not responsible or accountable for and shall have no liability whatsoever in relation to:
- 4.3.1 for any acts, omissions, representations, or conduct of any Member or any Supply Partner in connection with the promotion, marketing, or arrangement of insurance cover under this Agreement or under the Scheme Agreement. Each Member and Supply Partner shall remain solely responsible for its own compliance with applicable laws, regulations, and obligations relating to the promotion and arrangement of insurance..or
- 4.3.2 the Member's obligations under the Public Procurement Rules.
- 4.3.3 any contract formed as a result of an award or purported award under this Framework Agreement.
- 4.4 Subject to clause 4.1 above, each Tenant may enter into a contract of insurance with the Supply Partner (via Marsh).
- 4.5 The Tenant shall submit a request for quotation to the Supply Partner specifying the required insurance coverage. The Supply Partner shall provide a written quotation in accordance with terms and conditions of the Scheme Agreement. Acceptance of the quotation by the tenant shall constitute agreement to the terms and conditions of the insurance contract.

- 4.6 The Supply Partner warrants that it is, and will remain for the duration of this Agreement:
- (a) Authorised by the Financial Conduct Authority (FCA) or other relevant regulatory authority to carry on insurance business in the United Kingdom;
  - (b) In full compliance with the Financial Services and Markets Act 2000 (FSMA), the FCA Handbook (including but not limited to PRIN, ICOBS, SYSC), and all applicable conduct rules;
  - (c) Maintaining all necessary permissions, approvals, and licences required under UK law.
  - (d) the premium(s) offered by the Supply Partner to the Tenants for the contents insurance under the Scheme shall be no higher than the prices listed in the Standard Rates.

## 5. SUPPLY PARTNER'S OBLIGATIONS

- 5.1 The Supply Partner warrants and represents to the Consortium that:
- 5.1.1 it has full capacity and authority and all necessary consents to enter into and to perform its obligations under this Framework Agreement;
  - 5.1.2 it has and agrees that it shall at all times act in good faith toward the Consortium in respect of the tender process and its dealings with all Members;
  - 5.1.3 as at the date of this Framework Agreement, all information, statements and representations contained in the Tender and the Procurement specific questionnaire response are true, accurate and not misleading and it will promptly advise the Consortium of any changes to its circumstances of which it may become aware during the Term that would render any such information, statement or representation materially false or misleading, except in the event of a conflict between the Tender and the terms of this Framework Agreement, in which case the terms of this Framework Agreement shall be deemed to take precedence;
  - 5.1.4 it has not colluded with any Member or other party to rig or set prices or to otherwise affect the fairness of, distort, or deviate from the tender process;
  - 5.1.5 that when responding to Orders under the Framework Agreement it will not vary, try to discount, undercut or negotiate alternative deals with any such Members which do not properly follow the Framework Agreement.
- 5.2 The Supply Partner shall enter into and maintain a Scheme Agreement with Marsh for the provision of contents insurance to Tenants under the Simple Tenants Contents Insurance Scheme. This obligation includes compliance with all procedures set out in the Framework Agreement, adherence to the main terms and conditions governing the Scheme, and fulfilment of all responsibilities specified herein.
- 5.3 The Supply Partner agrees that it shall promptly pay to Marsh the Remuneration Fee, in accordance with the terms and conditions of the Scheme Agreement.

## 6. CONSORTIUM'S OBLIGATIONS

- 6.1 The Consortium will publicise to its Members the Supply Partner's successful Tender.
- 6.2 The Consortium will keep arrangements between the Supply Partner and the Member under review and take reasonable commercial steps to facilitate such relationships where possible.
- 6.3 The Consortium agrees to comply with all applicable FCA rules and Marsh's instructions, ensuring that any activities undertaken remain within the permitted scope for Introducer Appointed Representatives.

## 7. PREVENTION OF CORRUPTION

- 7.1 The Supply Partner shall not do and warrants and represents that in entering this Framework Agreement or any Scheme Agreement it has not committed a Prohibited Act.
- 7.2 If a director or directors of the Supply Partner or its company secretary or with his or their agreement, connivance, prior knowledge or assistance, the Supply Partner's employees, agent or sub-contractors or anyone acting on its behalf does any of the Prohibited Acts in relation to this Framework Agreement or Supply Agreement or any other contract with the Consortium, the Consortium shall be entitled.
  - 7.2.1 to recover from the Supply Partner the amount or value of any such gift, consideration or commission received by the Supply Partner; and
  - 7.2.2 to recover from the Supply Partner any direct loss, cost, or expense reasonably incurred in consequence of any breach of this Clause 7.2, whether or not this Framework Agreement has been terminated, provided that such recovery shall exclude indirect or consequential losses.
- 7.3 If a director or directors of the Supply Partner or its company secretary commits any Prohibited Act in relation to this Framework Agreement, any Supply Agreement or any other contract with the Consortium, the Consortium shall in addition to the remedies set out in Clause 7.2 be entitled to terminate this Framework Agreement and recover from the Supply Partner the reasonable and direct costs and losses incurred by the Consortium as a result of such termination, excluding indirect or consequential losses and subject to the Consortium taking reasonable steps to mitigate its loss, without prejudice to any other remedies that it may have.
- 7.4 The Supply Partner shall adopt a policy that its employees shall not commit any Prohibited Act and shall notify such employees accordingly.
- 7.5 It is acknowledged that where a Prohibited Act is committed by an employee, agent or sub-contractor it would be considered to be gross-misconduct and the Supply Partner shall promptly investigate and take all reasonable and proportionate disciplinary measures in accordance with applicable law and its internal procedures, including, where appropriate, termination of the relevant employment, agency or sub-contract.
- 7.6 The Supply Partner shall immediately inform the Consortium of any Prohibited Act of the Supply Partner, its directors, officers, employees or agents relating to the Framework Agreement or a Scheme Agreement of which it has any knowledge.

## 8. LIMITATION OF LIABILITY

8.1 Nothing in this Agreement shall exclude or limit liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) wilful misconduct;
- (d) any liability which cannot be excluded or limited under applicable law.

8.2 Neither party shall be liable to the other party for:

- 8.1.1 any loss of profit, whether direct or indirect;
- 8.1.2 any indirect or consequential loss or damage;
- 8.1.3 any loss of business, depletion of good-will or otherwise;
- 8.1.4 any costs, expenses or other claims for consequential compensation;

whatsoever and howsoever caused which arises out of or in connection with this Agreement.

Subject to clause 8.1 and clause 8.2, both Party's maximum aggregate liability arising out of or in connection with this Agreement, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, howsoever caused including by negligence and also including any liability arising from a breach of or a failure to perform or defect or delay in performance of any of the its obligations under this agreement will be limited to £1 million.

## 9. TERMINATION

9.1 The Consortium shall be entitled at its sole discretion to terminate this Framework Agreement immediately upon written notice to the Supply Partner in the event that:

- 9.1.1 an order is made or a resolution is passed for the winding up of the Supply Partner or circumstances arise which entitle a Court of competent jurisdiction to make a winding-up order of the Supply Partner; or an order is made for the appointment of an administrator to manage the affairs, business and property of the Supply Partner or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Supply Partner or notice of intention to appoint an administrator is given by the Supply Partner or its directors or by a qualifying floating charges holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act (1986)); or
- 9.1.2 a receiver is appointed of any of the Supply Partner's assets or undertaking or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Supply Partner or if any other person takes possession of or sells the other party's assets; or

- 9.1.3 the Supply Partner makes any arrangement or composition with its creditors or makes an application to a Court of competent jurisdiction for the protection of its creditors in any way; or
  - 9.1.4 the Supply Partner is, or is reasonably considered to be unable to pay its debts when they fall due as defined in Section 123 of the Insolvency Act 1986; or
  - 9.1.5 any distraint is levied against the other party or its property by any Supply Partner;
  - 9.1.6 the Supply Partner ceases, or threatens to cease, to carry on business;
  - 9.1.7 any action or occurrence analogous to the provisions of Clauses 9.1.1 to 9.1.6 occurs in respect of the Supply Partner in any jurisdiction;
  - 9.1.8 where Marsh r terminates the Scheme Agreement awarded to the Supply Partner under this Framework Agreement due to a material breach of the Supply Agreement;
- 9.2 The provisions of clauses 7 and 10 and any other clauses which by their nature are intended to survive termination (including, without limitation, those relating to confidentiality, intellectual property, liability, indemnities, payment obligations, and dispute resolution) shall survive termination of this Framework Agreement.

## 10. **CONFIDENTIALITY**

- 10.1 Subject to the remaining provisions of this Clause 10 the parties mutually undertake and agree with the other at all times hereafter (including, for the avoidance of doubt, for 5 years following the termination of this Framework Agreement), to keep all information which is of a confidential or secret nature including without limitation, information relating to forecasts, prices, discounts, handling costs, sales statistics, markets, inventory information, customers, personnel and technical, operational and administrative systems (the “**Confidential Information**”) of the other and the other’s customers which they may learn in connection with the performance of this Framework Agreement in strict confidence and secrecy and not to use or disclose the Confidential Information of the other or other’s customers to any other person firm or company outside the parties respective group of companies and their respective professional advisers except only as may be necessary and bona fide in connection with its obligations under this Framework Agreement.
- 10.2 Both parties shall procure that any member of its respective group or any adviser, agent, representative contractor, or sub-contractor to it to whom any part of the Confidential Information is disclosed complies with the provisions of this Clause 10 as if it were a party to this Framework Agreement.
- 10.3 Clauses 10.1 and 10.2 shall not apply to any Confidential Information to the extent that:
  - 10.3.1 it is or becomes generally available to the public other than by breach of this Framework Agreement; or
  - 10.3.2 which either party is obliged to disclose by a court of law or the disclosure is otherwise required to comply with enforceable legislation.

- 10.4 In the event that either party is subject to a statutory request relating to the other party's Confidential Information under the Freedom of Information Act 2000, or the Environmental Information Regulations, or related legislation, the party subject to such request agrees within the constraints of such legislation to promptly consult with the other in relation to such statutory request.

## 11. GENERAL

- 11.1 The Supply Partner shall not be entitled to assign, novate, sub-contract or otherwise transfer this Framework Agreement or any part of it without the prior written consent of the Consortium, such consent not to be unreasonably withheld.
- 11.2 Each right or remedy of the Consortium under this Framework Agreement is without prejudice to any other right or remedy of the Consortium whether under this Framework Agreement or not.
- 11.3 If any wording in any provision of this Framework Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining wording of such provision and the remaining provision of this Framework Agreement shall continue in full force and effect.
- 11.4 Failure or delay by the Consortium in enforcing or partially enforcing any provision of this Framework Agreement will not be construed as a waiver of any of its rights under this Framework Agreement.
- 11.5 Any waiver by the Consortium of any breach of, or any default under, any provision of this Framework Agreement by the Supply Partner will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of this Framework Agreement.

The formation, existence, construction, performance, validity and all aspects of this Framework Agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

## 12. DISPUTE RESOLUTION

- 12.1 In the event of a dispute between the parties out of or in connection with this Framework Agreement or the performance, validity or enforceability of it ("Dispute") then, except as expressly provided in this Agreement, the parties shall follow the dispute resolution procedure set out in this clause:
- 12.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("Dispute Notice"), together with relevant supporting documentation. On service of the Dispute Notice, a senior officer of each party shall attempt in good faith to resolve the Dispute;
- 12.1.2 if the senior officers are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing ("ADR Notice") to the other party requesting a mediation. A copy of the ADR Notice

should be sent to CEDR Solve. The mediation will start not later than 21 days after the date of the ADR Notice. Unless otherwise agreed by the parties the place of mediation shall be nominated by the mediator.

- 12.2 No party may commence any court proceedings (save in order to seek injunctive relief) in relation to any dispute arising out of this Framework Agreement until 30 days after the appointment of a mediator, provided that the right to issue proceedings is not prejudiced by a delay.

13. **THIRD PARTY RIGHTS**

- 13.1 A person who is not a party to this Framework Agreement has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this Framework Agreement but this shall not affect any right or remedy of a third party which exists or is available apart from the Act.

This Framework Agreement has been entered into on the date stated at the beginning of it.

Signed by *[Redacted: Personal Data]*  
for and on behalf of  
**Northern Housing Consortium Limited**

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DATE:

Signed by \_\_\_\_\_  
for and on behalf of  
**Ecclesiastical Insurance Office PLC**

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TITLE:

DATE:

**SCHEDULE 1 - TENDER DOCUMENTATION**

*[Redacted: Commercial Sensitivity and Personal Data]*