



Terms & Conditions for Mobility and Thru Floor Lift Service and Maintenance Contract

THIS agreement is made on 20 September 2021

BETWEEN

- (1) **Raven Housing Trust Ltd** (Company Registration number IP30070R whose registered office is at XXXX (“**us**”, “**we**” or “**our**”), and;
- (2) **Apex Lift & Escalator Engineers Limited**
(Company Registration number 01129631) whose registered office is situated Art’s House, Banks Lane, Bexleyheath, Kent DA6 7BH (“**you**” or “**your**”).

This is a direct award to Apex Lift & Escalator Engineers Limited from Lot 3 of the SEC framework OJEU reference 2019/S 201-488928. The framework was tendered under restricted process in 2020 and awarded on 17/03/2020.

SEC framework consultants are asked to sign a framework agreement on joining the framework. This formal document governs the on-going relationship between SEC and the appointed consultant, plus how an award from that framework can be made.

1. Definitions & Interpretation

In this Contract, the terms and expressions set out below have the meanings in the corresponding column, unless the context requires otherwise.

Charges	Payment(s) we will make to you in return for you providing Goods and Services as defined in the Contract and as set out in the Purchase Order, or if not set out in the Purchase Order then as set out in Schedule 3.
Commencement Date	The date of our Purchase Order or the date on which you begin supplying the Goods and Services to us, whichever date is the earliest.
Confidential Information	Any information which has been designated as confidential by either of us in writing or any information that ought to be considered as confidential, including information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, or information relating to either of our personnel, customers and suppliers.
Contract	These terms and conditions including any schedules, the Specification and the Purchase Order.
Controller, Personal Data, Personal Data Breach, Processor, and Process(ing)	have the meaning assigned to them in Data Protection Legislation.
Data Protection Legislation	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 including, but not limited to, the Data Protection Act 2018.



Default	Any failure, by either party to carry out our responsibilities under this Contract.
Default Notice	A notice setting out the Default and, if the Default can be rectified, the action needed to rectify it, and the timescale within which it must be rectified.
Deliverables	All documents, products and materials developed by you in any form in connection with carrying out the Services.
Delivery Address	The address stated on the Purchase Order or correspondence.
Force Majeure Event	Acts of war, government decision, riots, civil commotion and any event or circumstance which is beyond your or our control. However it does not include any strike or labour dispute of your staff or any of your subcontractors failing to provide the Goods and Services.
Fraud	Any offence under laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud us.
Goods	All goods, materials or articles which we ask you to provide to us under this Contract as set out in the Purchase Order and/or the Specification (as applicable).
Intellectual Property Rights	All patents, rights to inventions, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information, (including know how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.
Members of our Group	Our subsidiaries and holding company or any subsidiaries of our holding company.
Our Equipment	Any equipment or facilities provided by us which you use to provide the Services.
Persistent Default	Where either of us has committed more than two Defaults during any period of twelve months, whether or not these are the same Defaults or different Defaults and even if each party has rectified the Default each time.
Purchase Order	Any order which is placed on our official order form and to which these terms and conditions are attached.
Properties	The places where you will carry out the Services or deliver the Goods which are set out in the Specification or Purchase Order (as applicable).
Regulatory Body	An organisation which is set up either by law or in some other way, and whose regulatory powers apply to either one of us (or both of us). However, this does not include any organisation of which membership is voluntary.
Serious Default	A Default on your part which affects the health, safety or welfare of any person.
Services	The services to be provided by you to us under this Contract which are described in the Purchase Order and/or the Specification (as applicable).
Service Review	A review of the Services which we may carry out from time to time to check that you are performing the Services in a way which we consider to be



	satisfactory and in accordance with the terms of this Contract.
Specification	The description included in the Purchase Order and any other written description we may have provided setting out the type of Goods and Services you will provide and the standards of the Goods and Services you will deliver as set out in Schedule 2.
Suspension Notice	A notice we may serve on you under clause 20 which sets out details of the Services which will be suspended while we carry out an investigation into a Serious Default.
TUPE	The Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time.,
VAT	Value added tax.
Working Day	Between 0830 and 1700 Monday to Friday, but not including any days which are bank holidays or public holidays in the United Kingdom.

2. Ordering of Goods and Services

- 2.1. We will place any orders for Goods and Services in writing using a Purchase Order which will set out the Goods and Services we require from you and the dates on which we require them from you.
- 2.2. These terms will apply to the Contract between us and no other terms on any quotation you may have supplied to us, or any other document you have provided to us, will apply to the Goods and Services provided by you.
- 2.3. You must raise any queries with our Purchase Order in writing within 2 Working Days of the date of our Purchase Order otherwise we will be entitled to treat the Purchase Order as accepted by you.
- 2.4. No Purchase Order or variation to a Purchase Order or to these terms will be binding on us unless they are issued or confirmed on our official printed order or amendment forms and signed by an authorised representative for our company.

3. Start and Length of this Contract

- 3.1. This Contract will start on 31st August 2021 and will continue in force for a period of 5 years with a 3 month notice period at any time during the contract with a 90 day dilapidation period and pre-existing defects or quoted items excluded

4. Your Responsibilities

- 4.1. You will provide the Goods and Services to us with the required skill and care and in line with the terms and conditions of this Contract and relevant best practice. At all times you will ensure that any Goods and Services provided to Us will be fit for purpose.
- 4.2. When providing the Goods and Services, you will:
 - a) employ enough people, with suitable ability, skill, knowledge, training and experience to properly provide and supervise the Goods and Services;
 - b) follow all codes of practice, performance ratings and quality standards applicable to the Goods and Services and which are set out in this Contract; and
 - c) act in line with all legal regulations which apply to the Goods and Services at the relevant time.
- 4.3. You will also make sure that your staff, volunteers and permitted subcontractors providing Goods and Services to us are aware of their individual responsibilities under all policies and



procedures within this Contract as well as any legal requirements which relate to the Goods and Services.

- 4.4. You must provide the Goods and Services at the location and on the dates stated in the Purchase Order or the Specification (as applicable).
- 4.5. You will keep safe and secure any keys that we give you to access the Properties and you must not obtain any copies of the keys without our prior agreement.
- 4.6. When this Contract ends you will return all of Our Equipment and any keys for the Properties in person or by secure post within 10 (ten) Working Days of the end of the Contract.
- 4.7. You will appoint a Contract Manager in accordance with clause 8 of this Contract, who will be responsible for ensuring fulfilment of this contract by you and who will be available to help us if we have any issues or queries relating to the Goods and Services.

5. Our Responsibilities

- 5.1. In order to help you to provide the Goods and carry out the Services we will:
 - a) provide you with access to the Properties and to Our Equipment as you may reasonably need and at the times we agree between us;
 - b) tell you about any health and safety rules and regulations and any other reasonable security requirements that apply at any of our premises or the Properties; and
 - c) appoint a Contract Manager in accordance with clause 8 of this Contract, who will be available to help you if you have any issues or queries relating to the Goods and Services.

6. Terms Relating to Goods

- 6.1. When you supply Goods to us you must:
 - a) comply with all applicable laws and regulations concerning the manufacture, packaging, packing and delivery of the Goods;
 - b) allow us to inspect or test the Goods during manufacture, processing or storage at your premises or the premises of your supplier, but we will only carry out any inspection or testing at reasonable times;
 - c) mark the Goods in accordance with our instructions and any applicable laws and regulations and pack and secure them so that they reach the Delivery Address in an undamaged condition;
 - d) supply us with any instructions or other information which we may need to accept delivery of the Goods and to make use of the Goods;
- 6.2. We will be entitled to reject any Goods delivered to us which are not in accordance with this Contract, and we will not be deemed to have accepted any Goods until we have had a reasonable time to inspect them after they have been delivered to the Delivery Address.
- 6.3. Where you cannot give us the date for delivery of the Goods until after we have placed a Purchase Order, you must give us reasonable advance notice of the date for delivery.
- 6.4. We may not accept any invoices for partial delivery of the Goods until all of the Goods have been delivered to us.
- 6.5. Risk of or damage to or loss of the Goods will pass to us on delivery to the Delivery Address and acceptance of the Goods by us.
- 6.6. Ownership of the whole of the Goods will pass to us upon delivery to the Delivery Address, unless we pay you for the Goods before delivery, in which case it will pass to us once we have paid you for the Goods concerned.
- 6.7. You warrant to us that the Goods:



- a) will be of satisfactory quality and fit for any purpose you have told us they will be fit for or which we have set out in our Purchase Order;
- b) will be free from defects in design, material and workmanship;
- c) will correspond with the Specification (where relevant); and
- d) will comply with all legal requirements and regulations relating to the sale of goods.

7. Invoicing and Payments

- 7.1. In return for you carrying out your obligations under this Contract, we will pay you the Charges.
- 7.2. The Charges will be as set out in any Purchase Order, or if not set out in the Purchase Order, then as set out in Schedule 3 (Charges) however we will be entitled to any discount for prompt payment, bulk purchase or volume of purchase which you would usually give to any other customer of yours, whether or not this is shown on the Purchase Order.
- 7.3. We will pay you the Charges in arrears.
- 7.4. We will consider and verify any invoices submitted by you promptly and in any event within 7 (seven) calendar days and will pay undisputed invoices within 30 (thirty) calendar days of the date on which they are regarded as valid and undisputed.
- 7.5. Any invoice you send to us must quote the number of the Purchase Order on the invoice otherwise we will not pay the invoice.
- 7.6. The Charges include all materials, equipment, packaging, insurance, storage and delivery to the Delivery Address and you will not charge us for any extra costs or expenses whatsoever unless they are agreed in advance with our Contract Manager.
- 7.7. The Charges include all other taxes and levies but do not include VAT. If VAT is due, we will pay this in addition to the Charges, as long as you provide us with a correct VAT invoice.
- 7.8. The Charges will not be varied in any way while this Contract is in force unless we agree in writing to a different price for the Goods and Services.
- 7.9. If we have not paid you the Charges within 30 Working Days of the due date for payment, you may charge us interest on the amount of any late payment (unless we and you disagree with the unpaid amount). The interest will be calculated daily, from the date we should have paid the Charges to the date when we actually make the payment. The interest rate that will apply will be 4% over the Bank of England base rate.
- 7.10. If any query about mistakes in the Charges cannot be settled within 20 Working Days of either of us raising the query, either one of us may ask for the disagreement to be dealt with under clause 25 and an appropriate adjustment to the Charges will be made once the disagreement is settled or decided.

8. The Contract Manager

- 8.1. From the Commencement Date we must both appoint a person who can enforce the rights and powers under this Contract and this person will be called the "**Contract Manager**".
- 8.2. Details of the people appointed to act as Contract Managers, including their name, email address and contact telephone numbers are set out in Schedule 1 (Information Schedule).
- 8.3. Either of us will be entitled to change our Contract Manager at any time, but at least five Working Days' notice in writing must be given unless, for reasons beyond either party's control, this is not possible in which case notice must be given as early as possible.
- 8.4. The Contract Manager must make sure they share appropriate information about the quality standards and reporting requirements of this Contract with the staff who are connected with the Contract.



9. Service Reviews

- 9.1. You must allow our Contract Manager, or any person authorised by him or her, and all other appropriate staff to inspect or witness the Services.
- 9.2. In addition we may occasionally carry out a Service Review, however we will always act reasonably when carrying out any Service Review and wherever practicable will give you at least one calendar months' notice if we intend to carry out a Service Review.

10. Legal duties

- 10.1. You must fully co-operate with us when we are carrying out any legal duty and give us any information or help we may need, as long as we have given you reasonable notice.
- 10.2. For example, you must allow our employees or authorised agents to:
 - a) speak to your employees; and
 - b) look at all the information, reports, financial accounts, documents and records you have or have access to; who or which are relevant to this Contract (and its schedules and specifications) or the Services.
- 10.3. You must also allow us to take copies of the information referred to in clause 10.2b.
- 10.4. We will treat any information you provide under this clause 10 as Confidential Information.

11. Complaints procedure

- 11.1. From the Commencement Date you must have in place a complaints procedure and give us a copy of your complaints procedure if we ask for it.
- 11.2. Your complaints procedure must be approved by us (we will not be unreasonable in giving our approval) or meet the standards of any Regulatory Body of which you are a member.
- 11.3. At our reasonable request, you must provide us with a copy of your records relating to complaints made in relation to the Goods and/or Services and your response to those complaints.

12. Equalities and Values

- 12.1. You must have a robust equality policy for as long as this Contract is in force and give us a copy of this policy if we ask to see it. When delivering Goods and/or Services under this contract you must behave in line with our equality and diversity strategies or schemes which sets out our approach to achieving equality and celebrating diversity. Details of our strategies and/or schemes are available upon request.
- 12.2. If in our opinion, your equality policy or behaviour does not promote our policies or schemes, we will work with you to enhance your policy and you and/or your relevant staff or operatives, may be required to attend relevant training hosted by us in one of our regional offices. You will be required to pay all relevant associated travel, subsistence and related expenses for any such attendance and we will reserve the right to charge you a reasonable sum for delivery of the training.
- 12.3. In delivering the Goods and Services, you shall operate at all times in accordance with our values as available upon request.

13. Records and Information

- 13.1. At our reasonable request, you must provide us with all information which we may ask for to assess how you are carrying out your responsibilities under this Contract.



- 13.2. You must tell us if:
- a) there is a change in who controls most of the shares in, or the voting rights among shareholders or members of, your organisation;
 - b) you merge with another organisation;
 - c) you transfer your activities to another organisation;
 - d) you transfer your business to another organisation;
 - e) as a result of any misconduct or mismanagement on your part, a Regulatory Body orders an inquiry into your affairs; or
 - f) any registration which you must maintain to provide any of the Goods and/or Services is withdrawn or cancelled, or is threatened to be withdrawn or cancelled.
- 13.3. Failure to comply with clauses 13.1 and 13.2 above may at our discretion result in termination of the Contract in accordance with clause 22.2 (material Default).

14. Data Protection Law

- 14.1. In relation to any Personal Data provided or made available under this Contract, the Client is a Controller and the Supplier is a processor. The Supplier shall comply with all relevant requirements of Data Protection Legislation.
- 14.2. Each party shall, where the other party reasonably requests it to do so, provide the other with reasonable co-operation and assistance in relation to the other party's compliance with Data Protection Legislation.
- 14.3. Should either party become aware of a potential or actual Personal Data Breach in connection with this Contract, it shall alert the other to that breach as soon as possible and in any case within 24 hours of becoming aware of it.
- 14.4. The party to whom Personal Data is disclosed undertakes to indemnify the disclosing party in full from and against any cost, charge, damages, expense or loss which it may cause or have caused, the disclosing party as a result of its breach of any applicable Data Protection Legislation or of the provisions of this Agreement relation to data protection and privacy.
- 14.5. The provisions of this clause (Data Protection), shall apply for the duration of this Contract and indefinitely after its expiry.

15. Health and safety

- 15.1. You must protect the health, safety and wellbeing of your staff, volunteers and sub-contractors at all times. You must follow the conditions of the Health and Safety at Work Act 1974, and any other health and safety regulations and codes of practice in force at the relevant time.
- 15.2. You must ensure that your staff observe all health and safety rules and regulations and any other security requirements we inform you about (which must be reasonable) at any of our premises or any of the Properties.

16. Confidentiality

- 16.1. You must do all you can to make sure that you (and any person you have employed or appointed to provide the Goods and Services) will:
- a) only use Confidential Information for the purposes of this Contract; and
 - b) not release any Confidential Information to anyone else without our permission in writing (which we will be entitled to refuse without giving any reason).
- 16.2. Clause 16.1 will apply to us in the same way.



- 16.3. We can both release Confidential Information to any consultant, contractor or other person involved with this Contract or who is involved in providing the Goods and Services, as long as the consultant, contractor or person concerned has signed a confidentiality agreement on similar terms as are set out in this clause 16.
- 16.4. The restrictions in clause 16.1 will continue to apply after the Contract has come to an end, but they will not apply (whether while this Contract is in force or when it has ended) to information which:
- a) is available to the public (except if this is as a result of either one of us breaking this clause);
 - b) either of us has to release by law;
 - c) was already in our or your possession without any restriction as to its use;
 - d) either of us receive from someone else who is not restricted from disclosing it; or
 - e) any Regulatory Body or governmental body tells either of us we must release.

17. Intellectual Property Rights

- 17.1. Nothing in this Contract shall affect the ownership of any Intellectual Property Rights existing prior to the date of or generated outside the scope of this Contract, which we may make available to each other. Any Intellectual Property created, generated or developed from the Goods and/or Services shall be owned by us, whether made by us, by you or by both of us together and you agree that you will sign any deeds or documents which may be necessary to transfer any Intellectual Property Rights in the Goods and Services to us.
- 17.2. If any Intellectual Property Rights which we need to use in respect of the Goods and Services are owned by a third party and you are unable to transfer them to us, you agree that you will grant us a licence to use such Intellectual Property Rights, or obtain permission from the third party for us to use such Intellectual Property Rights without charge and with no limit in time for the purpose of using the Goods and Services.
- 17.3. You shall indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by us arising out of or in connection with any claim made against us for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with this Contract.

18. Insurance

- 18.1. For as long as this Contract is in force and for a period of six years after it ends, you must take out and keep the minimum levels of insurance cover set out in clause 18.2. Your insurance must be with a reputable insurance company. You must also make sure that any of your subcontractors who are providing any or all of the Goods and Services on your behalf take out the same levels of insurance.
- 18.2. It is a condition of this Contract that you have in place:
- a) Employer's liability insurance in the sum of £10 million; and
 - b) Public liability insurance in the sum of £5 million.
- 18.3. You must provide us with copies of the policy schedules for the insurance referred to in clause 18.2 if we ask to see these, together with evidence that the insurance is in force.
- 18.4. If we do not think that any of the insurance policies provide enough cover to meet clause 18.2, we will tell you and you must rectify this within a reasonable amount of time.

19. Liabilities

- 19.1. Neither of us excludes or limits our liability for:



- a) Death or personal injury caused by our negligence;
 - b) Fraud or fraudulent misrepresentation;
 - c) Breach of any obligations as to title implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.
- 19.2. You must indemnify us against all actions, claims, demands, proceedings, damages, costs and expenses arising out of, or in connection with this Contract, unless they have been caused by our negligence or the negligence of our employees or agents.
- 19.3. Subject to clauses 17.3, 19.1 and 29.4, neither of us will be liable to the other for any:
- a) loss of profits;
 - b) loss of business;
 - c) loss of revenue;
 - d) loss of or damage to goodwill;
 - e) loss of savings (whether anticipated or otherwise); and/or
 - f) any indirect or consequential loss or damage.

20. Defaults, Early Review and Suspension

- 20.1. If you commit a Default, we will be entitled to serve you with a Default Notice. This will not affect any of our other rights either under this Contract or by law.
- 20.2. If we serve you with a Default Notice which relates to a Default which can be rectified, the Default Notice will tell you what we consider the Default to be and the timescale in which we expect you to rectify the Default.
- 20.3. You will be entitled to apply clauses 20.1 and 20.2 to us save where the Default involves us failing to pay you the Charges on time, which will be dealt with in accordance with clause 22.5.
- 20.4. If there is any disagreement between us as to whether there has been a Default, or about the action that needs to be taken or the timescale within which the action is to be taken, either of us can refer the matter for resolution, in line with clause 25.
- 20.5. If either of us commits a Persistent Default or fails to rectify a Default within the timescale set out in any Default Notice we will each be entitled to end this Contract immediately by giving the other party notice in writing.
- 20.6. If we consider (acting reasonably) that the Default is a Serious Default and it is not appropriate for you to carry on providing any or all of the Goods and Services, we will also be entitled to serve you with a Suspension Notice.
- If we serve a Suspension Notice:
- a) you will stop providing the Goods and Services set out in the Suspension Notice from the date set out in the Suspension Notice; and
 - b) we will be entitled to either provide some or all of the Services ourselves or employ another person to do so on our behalf for as long as the Suspension Notice is in force.
- 20.7. We will make sure that any investigation is carried out as quickly as possible, and we will give you a copy of the report of the investigation's findings as soon as possible.
- 20.8. If we decide that you can start to provide the suspended Goods and Services again, we will write to tell you the date on which you can start to provide the Goods and Services again and we will also tell you about any new conditions relating to your provision of the Goods and Services as may be reasonable.



- 20.9. If we consider that you cannot start to provide some or all of the suspended Services we will be entitled to give you notice immediately ending either:
- a) the provision of the Goods and Services; or
 - b) the whole Contract.
- 20.10. During any period of suspension, we will continue to pay you the Charges, less any costs reasonably incurred by us to deliver the services in accordance with clause 20.6.7(b), if applicable. However, if we give you notice in line with clause 20.9.a or 20.9.b you must repay us all the amounts we have paid you during the period of suspension which relate to the suspended Goods and Services concerned. If you do not repay us these amounts within 20 Working Days of our request we will be entitled to recover these amounts from you as a debt.

21. Modern Slavery

- 21.1. You shall take appropriate steps to ensure that there is no slavery or human trafficking in your supply chains and in connection with this you shall:
- 21.1.1. implement due diligence procedures for your subcontractors;
 - 21.1.2. 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; and
 - 21.1.3. require all subcontractors to include provisions having the same effect as in this clause 21 in all subcontracts (at any stage of remoteness from us in the supply chain) relating to the Services.

22. Ending this Contract

- 22.1. Either of us will be entitled to give the other party notice ending this Contract immediately if:
- a) being an individual, either of us is declared bankrupt, or a bankruptcy petition is filed against one of us at court, or if either of us tries to make an arrangement for the benefit of creditors;
 - b) either of us is a corporate organisation and: has a receiver, administrative receiver or liquidator appointed; a proposal is made for a voluntary arrangement or for any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; a shareholders' meeting is convened for the purpose of considering a winding-up resolution or a winding-up resolution is passed; a winding-up petition is presented or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened; an application is made for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; is or becomes insolvent; being a "small company" within the meaning of Section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or any event similar to those listed in this clause 22.1(a) or (b) occurs.
 - c) either of us commits or causes anyone else to commit any criminal offence in providing the Goods and Services (except for any minor offence or minor traffic offence); or
 - d) in relation to any Contract either of us, or any person employed by either of us or acting on our behalf, commits an offence under the Prevention of Corruption Acts 1889-1916, the Bribery Act 2010 or gives any fee or reward to anyone which is an offence under section 117(2) of the Local Government Act 1972.
 - e) in relation to any Contract you breach the provisions of the Modern Slavery Act 2015 (including any related regulations or legally binding guidance) and/or your obligations in clause 21.



- 22.2. We will be entitled to end this Contract by giving you written notice effective from the date specified in our notice if you commit a material Default that in our reasonable opinion cannot be remedied or that you have not remedied to our reasonable satisfaction within 20 Working Days or within any other timeframe specified in our Default Notice.
- 22.3. We will be entitled to end this Contract by giving one month's notice in writing if, following a Service Review, the Service does not meet the standards set out in the Purchase Order or the Specification (as applicable).
- 22.4. We may end all or part of this Contract for any reason by giving you at least 13 (thirteen) weeks' notice in writing.
- 22.5. In addition you can end this Contract by giving us at least 13 (thirteen) weeks' notice in writing if on three separate occasions in any period of 12 months you have served us with a Default Notice because we have failed to pay you the Charges on time and we have failed to rectify the position and pay the Charges within 30 days.
- 22.6. If all or part of this Contract is ended, whether under clause 20 or this clause 22, clause 22.7 will apply.
- 22.7. When this Contract ends, you must give us all the information, files, records and documents which we gave you under this Contract or which you produced while carrying out your responsibilities under this Contract.
- 22.8. You must not keep any copies of the information referred to in clause 22.7 unless we give you permission or you have to do so by law.

23. Transferring and Subcontracting the Contract

- 23.1. You must obtain our permission in writing if you want to:
 - a) transfer your rights in this Contract to any other person; or
 - b) subcontract any of your responsibilities under this Contract.

We will not unreasonably withhold or delay giving you our permission, as long as we consider the other person to be suitable.

- 23.2. However, even if we have given you permission to subcontract your responsibilities under this Contract, we can later withdraw it, as long as we act reasonably in doing so and give you reasonable notice. This means that at the end of the notice period, you will have to end the subcontract concerned.
- 23.3. If we give you permission to subcontract the Contract, you must still meet your responsibilities under this Contract. You will be responsible for the acts, failures and neglect of any subcontractor or any employee or agent of any subcontractor, as if they were your own acts, failures and neglect. This will be the case even if, as a condition of us giving you our permission, we ask the subcontractor to agree that they will carry out all your responsibilities under this Contract.
- 23.4. You must ensure that the subcontract terms include an obligation:
 - 23.4.1. on you to pay subcontractors within 30 days of the subcontractor submitting to you a valid and undisputed invoice; and
 - 23.4.2. on the subcontractor to include a term equivalent to the obligations set out at clause 23.4.1 in the event it further subcontracts its obligations.

24. Agency

- 24.1. You must not tell anyone, or allow any of your employees or agents to tell anyone, that you are our agents or servants without the express permission of the Contract Manager.
- 24.2. You must not enter into any contract on our behalf or in any way claim that you are authorised to do so.



- 24.3. You shall not be, or be deemed to be, our agent and you shall not hold itself out as having authority or power to bind us in any way.

25. Disagreements

- 25.1. If we disagree about anything related to this Contract, and it cannot be resolved by the Contract Managers within 20 Working Days, then either of us may tell the other's Contract Manager in writing that it wants the disagreement to be referred to a meeting at director level to resolve, negotiating on the basis of good faith.
- 25.2. If after 20 Working Days following the directors' meeting referred to in clause 25.1 the dispute has not been resolved then either of us may notify the other that we wish to attempt to settle the dispute by mediation, in accordance with the Centre for Effective Dispute Resolution ('CEDR') Model Mediation Procedure 2001 (the 'Model Procedure') or such later edition as may be in force from time to time.
- 25.3. If we cannot agree on the identity of the mediator then either of us may request CEDR to appoint one. The Model Procedure will be amended to take account of any relevant provisions in this Contract or any other contract which we may enter into.
- 25.4. We must both use our best endeavours to ensure that the mediation starts within 20 Working Days of service of the notice referred to in clause 25.2 and pay the mediator's fee in equal shares.
- 25.5. Any agreement reached as a result of mediation shall be binding on both of us, but if the disagreement has not been settled by mediation within 10 Working Days of the mediation starting then either of us may commence legal proceedings.
- 25.6. Neither of us shall be prevented by this clause 25 from taking steps in relation to court proceedings to protect our position, including applying for interim relief or pursuing proceedings to prevent limitation periods from expiring or to protect our employees, agents or users.

26. Variations to the Contract

- 26.1. A variation to this Contract (including to the nature of the Services) will only be valid if it has been agreed in writing and signed by both of us.
- 26.2. If either one of us wants to vary this Contract, we or you must serve on the other a variation notice which sets out the nature of the variation and the reasons for it.
- 26.3. If either one of us receives a variation notice, within 28 days of receiving it we or you must tell the other whether or not we agree to the variation and, if not, the reasons.
- 26.4. If there is any disagreement between us regarding the variation either of us can refer the matter for resolution, in line with clause 25.

27. Waiver

- 27.1. If either one of us fails to enforce or delays in enforcing any right or solution which we are entitled to under this Contract or by law (known as a waiver), this does not mean that we no longer have this right or solution.
- 27.2. If either one of us ignores a default on the part of the other, this does not mean that we or you will ignore any future default.
- 27.3. No waiver will be effective unless it is:
- a) clear that it is a waiver;
 - b) in writing; and
 - c) signed by the authorised officer or Contract Manager as appropriate.



28. Information and Retendering

- 28.1. At our reasonable request and within 15 Working Days of us asking you, you must provide us with any information we ask for (at no cost to us) to help us prepare the necessary documents to appoint another person to provide the Services in your place.
- 28.2. You must make sure that all the information you give us is accurate, and give us permission to use any of the information in the course of our work.

29. TUPE

- 29.1. Subject to your obligations under clause 14 (Data Protection Law) and clause 16 (Confidentiality) you must give us any information we need about your staff who may have a right to transfer to any person we subsequently appoint to provide the Services in your place under TUPE.
- 29.2. You must give us the information referred to in clause 29.1 above:
 - a) within 7 Working Days of our reasonable request made at any time in the 9 months before this Contract comes to an end; or
 - b) (if this Contract or its application to a particular Service is terminated on notice) within 7 Working Days of you giving or receiving notice of any such termination; or
 - c) (if this Contract or its application to a particular Service is terminated immediately) within 7 Working Days of such termination.
- 29.3. You shall comply with your obligations under TUPE.
- 29.4. You shall indemnify us against any cost, charge, damages, expense or loss suffered by us as a result of your failure to comply with clauses 29.1, 29.2 or 29.3.

30. Prevention of Fraud and Prevention of Corruption

- 30.1. You must take all reasonable steps to prevent Fraud by your staff, volunteers and sub-contractors when they receive money from us.
- 30.2. You will notify us immediately if you suspect that any Fraud is happening or is likely to happen.
- 30.3. You will not offer or give to us or any of our staff any gift or reward as an incentive for entering into this Contract or any other contract with you. You will not show any favouritism to any person in relation to this Contract or any other contract with our company and you will also refrain from doing anything in order to give an advantage to any person.
- 30.4. You agree that you have not paid any commission to us or agreed to pay any commission to any staff employed by us in connection with this Contract.
- 30.5. In performing your obligations under this Contract you agree to comply with the Bribery Act 2010 as it applies to Goods and Services provided under this Contract.
- 30.6. If we discover that you or any of your staff have breached any of the terms of this clause 30 in relation to this or any other contract with us we may end this Contract immediately and claim from you any fines or penalties we are liable to pay and any costs we incur as a result of early termination of the Contract, including the costs of making other arrangements for the Goods or Services to be provided for the remainder of the Contract period.

31. Recovering any money due

- 31.1. If either one of us owes the other money under this Contract, the one who is owed the money may take it off any money they owe the other under this Contract.



32. Validity

- 32.1. If one or more of the terms of this Contract are no longer valid or cannot be enforced under any law, the rest of this Contract will continue in full force.
- 32.2. If this happens, both of us will enter into negotiations to amend the term concerned so that it is valid and can be enforced.

33. Remedies

- 33.1. If Goods are not delivered or Services are not performed on the due date then we shall be entitled to (i) deduct from the Charges or (if we have already paid the Charges) claim from you by way of liquidated damages for delay 0.5% of the Charges for every week's delay up to a maximum of 10% and/or (ii) cancel the Purchase Order (or relevant part of the Purchase Order) without liability to you and purchase substitute goods or services elsewhere and recover from you any loss or additional cost incurred.
- 33.2. Any remedy or right which either of us may have in relation to a Default committed by the other will be in addition to all other rights and remedies available to either of us.

34. Contract (Rights of Third Parties) Act 1999

- 34.1. Any companies or societies who are Members of our Group may enforce the terms of this Contract.
- 34.2. Subject to clause 34.1, neither one of us can give anyone else any rights under this Contract and the conditions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this Contract.

35. Notices

- 35.1. Any notice or other communication under this Contract must be in writing and can only be sent by:
 - a) pre-paid recorded delivery post;
 - b) hand;
 - c) electronic mail;
- 35.2. For the purposes of sending written notice or other communication by pre-paid recorded delivery post, personal delivery or electronic mail, each party's addresses are set out in Schedule 1 (Information Schedule). All notices and communications must be sent for the attention of the Contract Manager.
- 35.3. All notices and communications will be considered to have been served:
 - a) if posted, two working days after the date it was posted;
 - b) if personally delivered, on the date it was delivered; or
 - c) if sent by electronic mail, when a return receipt confirms that the mail has been received.
- 35.4. If a notice is considered to have been served on a day which is not a Working Day or is not received between 9 am and 5 pm on a Working Day, it will be considered to have been served on the next Working Day.

36. Force majeure events

- 36.1. On the occurrence of a Force Majeure Event, the affected party shall notify the other party as soon as practicable. The notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the affected party and any action proposed to mitigate its effect.



- 36.2. If either of us fails to carry out our responsibilities under this Contract as a result of a Force Majeure Event, the affected person will not be liable under this Contract for any failure as long as they have given the other person notice of the Force Majeure Event within 10 days of the failure.
- 36.3. As soon as practicable following notification under clause 36.1, we will meet to discuss how you can continue to provide the Service until the Force Majeure Event stops.
- 36.4. If no such terms are agreed in accordance with clause 36.3 on or before the date falling [forty (40)] Working Days after the date of the commencement of the Force Majeure Event and such Force Majeure Event is continuing or its consequence remains such that the affected party is unable to comply with its obligations under this Contract for a period of more than [sixty (60)] Working Days], then, either party may terminate this Contract by giving [twenty (20)] Working Days' written notice to the other party.
- 36.5. If this Contract is terminated in accordance with clause 36.4, we may require you to transfer all of your title, interest and rights in and to any Goods and Intellectual Property to us.

37. Law and jurisdiction

- 37.1. This Contract will be governed by English law and will be dealt with in the courts of England and Wales.

38. Entire Agreement

- 37.1 This Contract sets out all the terms and conditions which we have both agreed to in relation to the Services. This means that it replaces any documents, negotiations or understandings, between you and us whether verbal or written, made, carried out or entered into before the date of this Contract.

SIGNED by or on behalf of the Parties:

SIGNATURE Steve T

SIGNATURE Jo Hills

for and on behalf of
Apex Lift & Escalator Engineers Limited

for and on behalf of
Raven Housing Trust Ltd

PRINT NAME Steve Thomas

PRINT NAME Jo Hills

POSITION Director

POSITION Director of Assets and Services

DATE 20 September 2021

DATE 20 September 2021



Schedule 1 - Information Schedule

Nominated Contract Manager & Address for Serving Notice:

The Contract Manager on behalf of Apex Lifts will be:

James McCormack, Apex Contract Manager

The Address for Serving Notices to Apex will be:

Apex Lift & Escalator Engineers Limited
ART's House, Banks Lane, Bexleyheath, Kent DA6 7BH

The Contract Manager on behalf Raven Housing Trust Ltd will be:

Stephen Grocock, Head of Assets

The Address for Serving Notices to Raven Housing Trust Ltd will be:

29 Linkfield Lane, Redhill, Surrey RH1 1SS



Schedule 2 – Specification

Please see attached specification document



Schedule 3 – Charges

Please refer to Apex submitted covering letter and Raven SEC cost schedule