



dated 24 May 2021

Homes and Communities Agency (trading as Homes England)

and

The Ministry of Housing Communities and Local Government

**Memorandum of Understanding for third party access to
Contract for Housing Market Intelligence Data Services
between (1) Homes and Communities Agency (trading as
Homes England) and (2) Ministry of Housing, Communities
and Local Government dated 24 May 2021**

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Memorandum of Understanding

Dated 24 May 2021

Parties

- (1) **Homes and Communities Agency (trading as Homes England)** whose registered office is One Friargate, Coventry, CV1 2GN (the **Customer**); and
 - (2) **The Secretary of State for Housing Communities and Local Government** of 2 Marsham St, Westminster, London SW1P 4DF (the **User**),
- (each a **Party**, together the **Parties**).

Introduction

- (A) The Customer entered into a contract in relation to housing market intelligence data services with Rightmove Group Ltd (the **Supplier**) dated 31 March 2021, a copy which is annexed at Annex A (the **Services Contract**).
- (B) Terms defined in the Services Contract shall have the same meanings when used in this Memorandum of Understanding (**MoU**) unless otherwise stated.
- (C) Under the terms of the Services Contract the Supplier is required to deliver the Services to the Customer.
- (D) The Parties to this MoU intend that the User shall benefit from the Services under the Services Contract as an additional customer in accordance with the provisions set out below.
- (E) This MoU is not exhaustive and is not intended to be legally binding except where specifically stated.

The Parties intend the following:

1 **Access to the Services**

- 1.1 The Customer shall procure that the User shall have the benefit and use of the Services from the date of the Services Contract until the expiry or earlier termination of the Services Contract.
- 1.2 The Parties shall co-operate reasonably and in good faith in order to ensure the continued operation of the Services Contract and delivery of the Services to the Parties.

2 **Fees**

- 2.1 If the User is invoiced directly by the Supplier in respect of the Charges for Services received by the User, the User shall pay the relevant Charges to the Supplier in accordance with the Services Contract.

- 2.2 If the Customer is invoiced by the Supplier in respect of the Charges for Services received by the User, the User shall pay such amounts to the Customer within twenty one (21) days of receipt of the Customer's invoice or other such notification that payment by the User is due.

3 Compliance with the Services Contract

- 3.1 The User shall:

- 3.1.1 not by any act or omission do any thing that places the Customer in breach of any term of the Services Contract; and
- 3.1.2 comply with the Customer's reasonable requests for any assistance in complying with the Customer's obligations under the Services Contract, as and if required.

4 Performance of the Services

- 4.1 The User shall raise any disputes in respect of the Supplier or Services via the Customer, in writing, only.
- 4.2 The Customer shall under no circumstances be responsible for any defects in the Services or any of the User's Losses, damages, costs, expenses or other liabilities (including legal fees) arising from any breach of the Supplier's obligations under the Services Contract.
- 4.3 The Customer shall use its reasonable endeavours to enforce its rights against the Supplier under the terms of the Services Contract in respect of defects in the Services suffered by the User.
- 4.4 The User shall be responsible for any enforcement costs incurred by the Customer in relation to any dispute raised solely by the User against the Supplier in relation to the Services Contract. Where a dispute against the Supplier concerns the Customer and one or more of the Partners, the enforcement costs shall be borne equally by the bodies concerned. Any enforcement costs that the User is responsible for can be deducted from any compensation awarded of which the User is entitled to.
- 4.5 Subject to clause 4.4, the Parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU and the Services Contract.
- 4.6 Each Party shall remain liable for any losses or liabilities incurred due to their own actions.

5 Liability

- 5.1 Should the Customer incur any liability under the Services Contract as a result of any act or omission of the User, the User shall reimburse the Customer fully against all liabilities, costs, expenses, damages, losses and any other professional costs and expenses suffered or incurred by the Customer.

6 Termination

- 6.1 The Parties acknowledge that the Services Contract has been procured with reference to provision of the Services to both Parties but that if the Customer wishes to stop receiving the Services the User will need to engage the Supplier under a separate contract.

6.2 In relation to the Services Contract, the Parties agree that:

6.2.1 any notice of termination served on the Supplier pursuant to the Services Contract (a **Services Termination Notice**) may be served by the Customer only; and

6.2.2 if the Customer wishes to terminate the Services Contract then the Customer shall not serve a Services Termination Notice on the Supplier without providing the User with not less than ten (10) Working Days prior written notice.

6.3 In relation to this MoU, the Parties agree that:

6.3.1 without prejudice to any other right or remedy it might have, the Customer may terminate this MoU in whole or in part by written notice to the User with immediate effect if the User fails to comply with any terms of the MoU; and

6.3.2 if one Party wishes to terminate this MoU it may serve a written notice upon the other Party by providing not less than ten (10) Working Days prior written notice.

7 **Status**

7.1 This MoU is not intended to be legally binding unless expressly stated. The parties enter into this MoU intending to honour all their obligations.

7.2 Nothing in this MoU is intended to or shall be deemed to establish any partnership or joint venture between the Parties, constitute any Party as the agent of the other Party, nor authorise any of the Parties to make or enter into any commitments for or on behalf of the other Party

7.3 This MoU shall constitute the entire MoU between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

8 **Third Party Rights**

8.1 This MoU does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this MoU. The rights of the Parties to rescind or vary this MoU are not subject to the consent of any other person.

9 **Assignment and other dealings**

9.1 Neither Party can assign, transfer or deal in any other manner with any of its rights and obligations under this MoU or the Services Contract without written approval from the other Party.

10 **Governing Law and Jurisdiction**

- 10.1 This clause is intended to be legally binding. This MoU and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England. Each Party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this MoU or its subject matter or formation.

This MoU has been signed on the date stated at the beginning of it.

Signed by an authorised signatory for and on)

behalf of **HOMES ENGLAND**)

)

Authorised Signatory

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Print Name

Signed by an authorised signatory for and on)

behalf of **Ministry of Housing, Communities**)

and Local Government)

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Authorised Signatory

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Print Name