

Terms & Conditions for PfH Standard Works Contract between Rooftop Housing Association Ltd and LCB Group Holdings Limited

THIS agreement is made on

BETWEEN

- (1) **Rooftop Housing Association Ltd** (Company Registration number IP27786R) whose registered office is at 70 High Street, Evesham, Worcestershire ("us", "we" or "our"), and;
- (2) **LCB Group Holdings Limited** (Company Registration number 07966669) whose registered office is situated Unit 1 & 2 Stuart Close Trade Park, Cardiff, CF118QF ("you" or "your").

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.

CDM Regulations	Construction (Design and Management) Regulations 2015.
Charges	Payment(s) we will make to you in return for you providing the Works 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 4.
Commencement Date	The date of our Purchase Order or the date on which you begin supplying the Works 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.
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.
Contract	These terms and conditions including any schedules, the Specification and the Purchase Order.
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 Works.
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 Works.
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.
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.
Month	Means calendar month.
Our Equipment	Any equipment or facilities provided by us which you use to provide the Works.
Performance Indicators	The performance indicators set out in Schedule 5.
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 either of us 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 Works which are set out in the Specification or Purchase Order (as applicable).
Principal Contractor and Principal Designer	Have the meanings set out in the CDM Regulations.
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.
Review Date	Means the date 90 days before the contract commencement anniversary date.
Serious Default	A Default on your part which affects the health, safety or welfare of any person.
Service Review	A review of the Works which we may carry out from time to time to check that you are performing the Works 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 Works you will provide and the standards of the Works you will deliver as set out in Schedule 2, as supplemented by Schedule 3 provided always that in the event of any discrepancy, Schedule 2 will take precedence over Schedule 3.

Suspension Notice	A notice we may serve on you under clause 22 which sets out details of the Works 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.
Works	The works to be provided by you to us under this Contract which are described in the Purchase Order and/or the Specification (as applicable).

2. Ordering of Works

- 2.1. We will place any orders for Works in writing using a Purchase Order which will set out the Works we require from you and the dates on which we require them to be completed.
- 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 Works 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 Monday 9th October 2023 and will continue in force for a period of 12 Months. At the end of this period, if both parties agree in writing, this Contract may be extended for a further 12 months meaning that the agreement could remain in place for a maximum of 24 months or until the date on which you have delivered the Works in accordance with all Purchase Orders and/or Specifications (as applicable); or the date on which either of us ends the Contract in accordance with clause 22, whichever event happens earliest.

4. Your Responsibilities

- 4.1. You will provide the Works to us in a good and workmanlike fashion and in line with the terms of this Contract and relevant best practice. If the Purchase Order so requires, you shall design the works with reasonable skill and care.
- 4.2. When providing the Works, you will:
 - a) employ enough people, with suitable ability, skill, knowledge, training and experience to properly provide and supervise the Works;
 - b) follow all codes of practice, performance ratings and quality standards applicable to the Works and which are set out in this Contract; and
 - c) act in line with all legal regulations which apply to the Works at the time when the Works are completed.

- 4.3. You will also make sure that your staff, volunteers and permitted subcontractors providing Works 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 Works.
- 4.4. You must provide the Works at the location and on the dates stated in the Purchase Order or the Specification (as applicable).
- 4.5. You must complete the Works by the date specified in the Purchase Order, as extended by any fair and reasonable period that we may allow pursuant to any requests by you for an extension of time in the event that either:
 - 4.5.1. we instruct you to vary the design or the Works; or
- 4.6. 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 written agreement.
- 4.7. 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.
- 4.8. You will appoint a Contract Manager in accordance with clause 9 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 Works.
- 4.9. You will comply with the reasonable instructions of our Contract Manager in relation to varying the Works. You will provide a quote for the proposed Charges for any such variation which must be accepted by us in writing before you carry out such instructions.

5. Our Responsibilities

- 5.1. In order to help you to provide the Works required 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 9 of this Contract, who will be available to help you if you have any issues or queries relating to the Works.

6. Invoicing and Payments

- 6.1. The Charges payable for Works will be calculated in accordance with Schedule 4 (Charges). However, we will be entitled to any discount for prompt payment, bulk purchases 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.
- 6.2. Unless provided otherwise in Schedule 4 (Charges), the Charges are to be payable on a Monthly basis based on the value of Works completed in each Month. Within 5 (five) Working Days of the end of each Month, you shall submit a VAT (where applicable) invoice to us that includes the correct Purchase Order numbers for all Works completed in that Month. The invoice shall be accompanied by such information as we reasonably require from time to time to verify the amount due in relation to that Month.

- 6.3. The Charges are exclusive of VAT which shall be added at the prevailing rate and paid by us following delivery of a valid VAT invoice.
- 6.4. The due date for payment of the Charges for each Month is the date 5 (five) calendar days from the end of that Month or, if later, the date on which you submit to us an invoice for the amount due for that Month, together with any supporting information reasonably required by us in accordance with clause 7.2.
- 6.5. We shall consider and verify any invoices submitted by you promptly and in any event within 5 (five) calendar days of their due date and shall process and pay undisputed invoices within 30 (thirty) calendar days of the date on which they are regarded as valid and undisputed.
- 6.6. We may set off any money we are owed by you against any amounts due to you under this Contract subject, where the Construction Act applies to the Works, to us serving a notice of intention to pay less on you at least 3 (three) calendar days before the final date for payment of that amount.
- 6.7. The final date for payment of the Charges is the date 35 (thirty five) calendar days from its due date. Interest is payable at the rate of 4% over the Bank of England base rate on any undisputed amounts which are not paid by the final date for payment from the final date for payment to the actual date of payment (inclusive of both dates).
- 6.8. The Charges are paid for the performance of all of your obligations under this Contract and no payment or reimbursement of expenses is to be made by us other than as set out in Schedule 4 [Charges].
- 6.9. Where any payment to you is subject to a deduction for Tax (including where we are a 'contractor' under the CIS, any VAT reverse charge applies or any similar Tax deduction scheme applies):
 - 6.9.1. any obligation of us to make any payment under this Contract is subject to such deduction for Tax (including the CIS and/or VAT reverse charge);
 - 6.9.2. you must provide such information as we requires from time to time to verify the Tax deduction status of you; and
 - 6.9.3. you must notify us in writing if at any time its Tax deduction status changes.
- 6.10. You shall indemnify us on a continuing basis against any liability including interest, penalties or costs, that are levied, demanded or assessed on us at any time in respect of your failure to account for or pay any Tax (including VAT) on payments made to you under this Contract. Any amounts due under this clause 7.10 shall be paid in cleared funds by you to us not less than 5 (five) Working Days before the date upon which the Tax or other liability is payable by us.
- 6.11. This Contract is a contract for works and services and not a contract of employment. Accordingly, you shall be fully responsible for and shall indemnify us for and in respect of:
 - 6.11.1. 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);
 - 6.11.2. all reasonable costs, expenses and any penalty, or interest incurred or payable by us in connection with or in consequence of any such liability as is referred to in clause 6.11.1; and
 - 6.11.3. any Liability arising from any employment-related claim or any claim based on worker status (including costs and expenses) brought by any person (including you) against us arising out of or in connection with the Works.

- 6.12. If we do not pay you by the final date for payment, then you may suspend the carrying out of the Works after giving us 7 (seven) days' notice of your intention to do so. You may claim from us the reasonable costs associated with any such suspension and re-mobilisation.

7. Review of Charges

- 7.1. The charges shall be reviewed on each Review Date and adjusted appropriately.
- 7.2. No later than 90 days before the review Date, you (acting reasonably) shall provide us with your proposals for an adjustment (if any) in the charges for the next year of the contract, the adjustment shall not exceed CPI for the relevant period.
- 7.3. The charges shall be adjusted as deemed necessary by us (acting reasonable), having discussed the same with you on or before the Review Date. Prior to any discussion with you, we shall consider the proposal provided by you pursuant to clause 7.2. The charges thence determined by us shall be applied as from the beginning of the next contract year.

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 Works.
- 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.
- 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 Works.

- 10.2. You must also allow us to take copies of the information referred to in clause 10.2.b.
- 10.3. We will treat any information you provide under this clause 9 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 Works 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 Works 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 Works, 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 Works 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, each party is a Controller in its own right and 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.
- 15.3. You are appointed by us as the Principal Contractor and the Principal Designer for the purposes of the CDM Regulations and will ensure that you commit sufficient competent resources to carry out those roles.
- 15.4. You warrant that you have the skills, knowledge, experience and organisational capability to act as a Principal Designer and Principal Contractor under the CDM Regulations for the Works in a manner that secures the health and safety of any person affected by those Works.
- 15.5. Before commencing the Works, you shall:
 - 15.5.1. notify us of the name of the person responsible for health and safety in relation to the Works;
 - 15.5.2. provide a copy of the your health and safety policy to us;
 - 15.5.3. ensure that the Works have been planned in accordance with the general principles of risk prevention and by reference to any pre-construction information provided to you in accordance with the CDM Regulations; and
 - 15.5.4. ensure that any construction phase plan applicable to the Works is complied with and, if no construction phase plan has been prepared, prepare one before commencing the Works.

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 Works) 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 Works, 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 Works 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 Works to us.
- 17.2. If any Intellectual Property Rights which we need to use in respect of the Works 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 Works.
- 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 Works 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;
 - b) Public liability insurance in the sum of £5 million ;and
 - c) If there are any parts of the Works which you are designing, Professional Indemnity Insurance of £2 million for each claim.
- 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.
- 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. Performance Indicators

- 20.1. You shall carry out the Works pursuant to the Contract to the standards required to meet the relevant Performance Indicators.
- 20.2. You shall provide the us with such information and assistance as we may reasonably require in order to enable an assessment of your performance against the Performance Indicators on a monthly basis.
- 20.3. You and we will review the monthly performance report with a view to:
- 20.3.1. identifying any aspects or elements of your performance which may have been overlooked;
 - 20.3.2. identifying any aspects or elements of our performance, which may have had an adverse effect upon your performance;
 - 20.3.3. ratifying the basis of assessment and, where applicable, scoring;
 - 20.3.4. identifying any particular aspects or elements of your or our performance which could be improved upon; and
 - 20.3.5. assessing whether the existing Performance Indicators have proved to be and are likely to remain until the next assessment, fair, reasonable and appropriate indicators of your contribution to progress in delivering the Contract.

- 20.4. If in carrying out the supply of orders pursuant to the Contract you materially or consistently fail to meet any of the standards set out in the relevant Performance Indicators, we may at our discretion issue a Default Notice to you to serve as a warning that your performance under the Contract is unsatisfactory. The Default Notice shall set out the reasons why your performance is unsatisfactory and shall require you to take steps to comply with the Performance Indicators within four (4) weeks of the date of the Default Notice. We may require you to submit an action plan of how you propose to remedy your unsatisfactory performance.
- 20.5. If you have not rectified your failure to meet the standards required by the Performance Indicators within four (4) weeks of the date of the Default Notice, we may at our discretion terminate your appointment pursuant to clause 20.5.

21. Defaults, Early Review and Suspension

- 21.1. 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.
- 21.2. 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.
- 21.3. You will be entitled to apply clauses 21.1 and 21.2 to us.
- 21.4. 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.
- 21.5. 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.
- 21.6. 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 Works, we will also be entitled to serve you with a Suspension Notice.
- 21.7. If we serve a Suspension Notice:
- a) you will stop providing the Works 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 Works ourselves or employ another person to do so on our behalf for as long as the Suspension Notice is in force.
- 21.8. 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.
- 21.9. If we decide that you can start to provide the suspended Works again, we will write to tell you the date on which you can start to provide the Works again and we will also tell you about any new conditions relating to your provision of the Works as may be reasonable.
- 21.10. If we consider that you cannot start to provide some or all of the suspended Works we will be entitled to give you notice immediately ending either:
- a) the provision of the Works; or
 - b) the whole Contract.
- 21.11. 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 10.7(b), if applicable. However, if we give you notice in line with clause 21.10.a or 21.10.b you must repay us all the amounts we have paid you during

the period of suspension which relate to the suspended Works 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.

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 Works (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 32.
- 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 Works 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.
- 22.6. If all or part of this Contract is ended, whether under clause 21 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.
- 23.2. We will not unreasonably withhold or delay giving you our permission, as long as we consider the other person to be suitable.
- 23.3. 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.
- 23.4. 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.

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 yourself out as having authority or power to bind us in any way.

25. Disagreements

- 25.1. Each of us must attempt to resolve any Disputes which we have between us amicably but nothing in this Clause 25 is to prevent the exercise by either of us of any rights under this Contract.
- 25.2. If either of us considers that a Dispute has arisen, that party may write a letter to the other Party specifying:
- 25.2.1. what the Dispute is alleged to be;
 - 25.2.2. what steps should be taken to resolve the Dispute; and
 - 25.2.3. within what reasonable period such steps should be taken.
- 25.3. Subject to your right to suspend performance for non-payment under the Construction Act, we will both continue to comply with all obligations under this Contract regardless of the nature of the Dispute, and despite the referral of the Dispute for resolution under this Clause 25.
- 25.4. Any compromise of a Dispute which is certified in writing by solicitors advising us 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.

- 25.5. Either of us has the right to refer any Dispute to adjudication at any time. The adjudication will be conducted in accordance with the Construction Industry Council's rules for adjudication current at the date of the referral.

26. Variations to the Contract

- 26.1. A variation to this Contract (including to the nature of the Works) 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.

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 Works 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 15 (Data Protection Law) and clause 16 (Confidentiality) you must give us the information we need to meet our responsibilities under TUPE or any subsequent legislation or amendments to legislation relating to the transfer of employment between businesses when either this Contract comes to an end or it no longer applies to a particular Works.
- 29.2. You must give us the information referred to in clause 29.1 above:
- 29.2.1. within 7 Working Days of our reasonable request made at any time in the 9 months before this Contract comes to an end; or
 - 29.2.2. (if this Contract or its application to a particular Works are terminated on notice) within 7 Working Days of you giving or receiving notice of any such termination; or
 - 29.2.3. (if this Contract or its application to a particular Works are 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 28.1, 28.2 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 Works 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 Works to be provided for the remainder of the Contract period.

31. Modern Slavery

- 31.1. You shall take appropriate steps to ensure that there is no slavery or human trafficking in your supply chain and in connection with this you shall:
 - 31.1.1. implement due diligence procedures for your subcontractors;
 - 31.1.2. 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
 - 31.1.3. require all subcontractors to include provisions having the same effect as in this clause 31 in all subcontracts (at any stage of remoteness from us in the supply chain) relating to the Services.

32. Recovering any money due

- 32.1. 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.

33. Validity

- 33.1. 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.
- 33.2. If this happens, both of us will enter into negotiations to amend the term concerned so that it is valid and can be enforced.

34. Remedies

- 34.1. If Works 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 works elsewhere and recover from you any loss or additional cost incurred.
- 34.2. 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.

35. Contract (Rights of Third Parties) Act 1999

- 35.1. Any companies or societies who are Members of our Group may enforce the terms of this Contract.
- 35.2. Subject to clause 35.1, neither one of us can give anyone else any rights under this Contract. The conditions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this Contract.

36. Notices

- 36.1. Any notice or other communication under this Contract must be in writing and by:
 - a) pre-paid recorded delivery post;
 - b) hand;
 - c) electronic mail;
- 36.2. 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.
- 36.3. 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.
- 36.4. 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.

37. Force majeure events

- 37.1. 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.

- 37.2. 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.
- 37.3. As soon as practicable following notification under clause 37.2, we will meet to discuss how you can continue to provide the Works until the Force Majeure Event stops.
- 37.4. If no such terms are agreed 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.
- 37.5. If this Contract is terminated in accordance with clause 37.4, we may require you to transfer all of your title, interest and rights in and to any Goods and Intellectual Property to us.

38. Law and jurisdiction

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

39. Entire Agreement

- 39.1. This Contract sets out all the terms and conditions which we have both agreed to in relation to the Works. 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 Malford

for and on behalf of Rooftop Housing Association Ltd

PRINT NAME DAISY HAWFORD

POSITION DIRECTOR

DATE 28/09/2023

SIGNATURE J Nelson

for and on behalf of LCB Group Holdings Ltd

PRINT NAME JANE NELSON

POSITION Director

DATE 08/10/23

SIGNATURE Caroline Allen

for and on behalf of Rooftop Housing Association Ltd

PRINT NAME CAROLINE ALLEN

POSITION COMPANY SECRETARY

DATE 28/09/2023

Schedule 1 – Information Schedule

Nominated Contract Manager & Address for Serving Notice:

The Contract Manager on behalf of Rooftop Housing Association Ltd will be:

Adam Quinn

The Address for Serving Notices to Rooftop Housing Association Ltd will be:

70 High Street,
Evesham,
Worcestershire,
WR11 4YD

The Contract Manager on behalf LCB Group Holdings Ltd will be:

Nick Owen

The Address for Serving Notices to LCB Group Holdings Ltd will be:

Unit 5 & 6 Avon Business Park,
Bristol,
BS16 3JP

