METROPOLITAN THAMES VALLEY (`MTVH`)[1]

STANDARD TERMS & CONDITIONS FOR GOODS AND SERVICES

MTVH standard terms and conditions for the purchase of goods and/or services will be the entire Contract for this purchase order, where an existing valid signed contract is not already in place. *No variation, addition to or replacement of these standard terms and conditions shall be effective unless it is agreed in writing and signed by both parties.*

1 DEFINITIONS:

1.1 In these Conditions, the following definitions apply:

"**Background IPR**" means all Intellectual Property Rights other than Foreground IPR, owned by either MTVH or the Supplier existing prior to this Contract or generated other than in the course of providing the Services and which is used for the purpose of creating the Materials;

"**Business Day**" means 8.30a.m – 5.00p.m on any day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

"**Conditions**" means the terms and conditions set out in this document;

"**Contract**" means the contract formed between MTVH and the Supplier comprising the Purchase Order, these Conditions and any other documents expressly incorporated by reference or with the express written approval of MTVH;

"**Deliverables**" means all documents, products and materials developed by the Supplier or its agents, sub-Suppliers and personnel as part of or in relation to the Services, including without limitation computer programs, data, reports and specifications (including drafts).

"**Delivery**", if applicable, means the physical transfer of any Goods required under the Purchase Order;

"**Foreground IPR**" means all Intellectual Property Rights in the Materials, if any, created during the course of performing the Services;

"**Goods**", if applicable, means the materials, merchandise or other goods provided by the Supplier as set out in the Purchase Order;

"**Intellectual Property Rights**" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or

[1] MTVH is the trading name for Metropolitan Housing Trust Limited (MHT) and Thames Valley Housing Association Limited (TVH). MHT and TVH are registered societies for the benefit of the community and are regulated by the Social Housing Regulator. MHT is authorised and regulated by the Financial Conduct Authority in respect of its financial services activity (Reference 723654). MHT is an exempt charity. MHT's registered office is The Grange, 100 High Street, London N14 6PW. TVH's registered office is Premier House, 52 London Road, Twickenham TW1 3RP.

forms of protection which subsist or will subsist now or in the future in any part of the world;

"**Materials**", if applicable, means the materials created, generated or developed by or on behalf of the Supplier in the course of performing the Services;

"**Price**" means the charge for the supply of Goods and/or the provision of Services as set out in the Purchase Order;

"**Purchase Order**" means MTVH's written instruction to the Supplier to supply the Goods and/or Services in accordance with these Conditions;

"**Purchaser's Materials**" means materials, equipment and tools, drawings, specifications and data supplied by MTVH to the Supplier;

"**Services**", if applicable, means the services which may be provided by the Supplier as set out in the Purchase Order;

"**Supplier**" means the person, firm or company named in the Purchase Order;

"**Third Party IPR**" means Intellectual Property Rights, not owned by either MTVH or the Supplier which the Supplier is entitled to use to fulfil the terms of this Contract.

2 BASIS OF CONTRACT

2.1 The Purchase Order constitutes an offer by MTVH to purchase Goods and/or Services from the Supplier in accordance with these Conditions.

2.2 The Purchase Order shall be deemed to be accepted in the event of:

2.1.1. the Supplier issuing written acceptance of the Purchase Order; or

2.1.2. any act by the Supplier consistent with fulfilling the Purchase Order, at which point and on which date the Contract shall come into existence (the "Commencement Date").

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.4 All these Conditions shall apply to the supply of both Goods and Services except where otherwise expressly stated.

3 SUPPLY OF GOODS

3.1 The Supplier shall ensure that the Goods shall:

3.1.1. correspond with their description and any applicable specification;

3.1.2. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by MTVH expressly or by implication, and in this respect MTVH relies on the Supplier's skill and judgement;

3.1.3. where they are manufactured products, be free from defects in design, material and workmanship and remain so for 12 months after delivery; and

3.1.4. comply with all applicable statutory and regulatory requirements relating to the title, quality, purpose, manufacture, labelling, packaging, storage, handling and delivery of the Goods.

3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

3.3 MTVH shall have the right to inspect and test the Goods upon or within a reasonable period of time following Delivery.

3.4 If following such inspection or testing MTVH considers that the Goods do not conform or are unlikely to comply with any of the Supplier's undertakings at Condition 2.1, MTVH shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.5 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

4 DELIVERY OF GOODS

4.1 The Supplier shall deliver the Goods at the Supplier's cost in accordance with the instructions set out on the Purchase Order or as otherwise reasonably instructed by MTVH before delivery.

4.2 The Supplier shall ensure that:

4.1.1. the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; and

4.1.2. each Delivery is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number, the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

4.3 Delivery of the Goods shall occur on the completion of unloading and stacking (if applicable) of the Goods at the delivery location.

4.4 The Supplier is responsible for the provision of all equipment/resource required for the processing (if necessary), loading, and delivery and off-loading of the Goods.

4.5 The Supplier shall provide to MTVH prior to delivery of the Goods, full information in respect of any substances to be supplied which are subject to the Control of Substances Hazardous to Health Regulations 2002.

4.6 Unless stated on the Purchase Order the Supplier shall not deliver the Goods in instalments without MTVH's prior written consent. Where it is agreed that the Goods are delivered by instalments, separate invoices must be rendered for each part Delivery against the Purchase Order.

4.7 If the Supplier delivers more or less than the quantity of Goods ordered, and MTVH accepts the Delivery, a pro rata adjustment shall be made to the invoice for the Goods.

4.8 If there is any delay or likely delay in delivering the Goods the Supplier shall give written notice and details of the delay to MTVH and will provide details of any alternative delivery dates. MTVH may grant in writing a reasonable extension of the Delivery time such Delivery time is to be stated in the Purchase Order.

4.9 The Goods shall be at the risk of the Supplier until they are delivered in accordance with the Contract when without prejudice to any right of rejection, which MTVH may have, title to and risk in the Goods shall pass to MTVH, provided, however, that if MTVH pays for the Goods prior to the Delivery (but not risk in), the Goods shall pass to MTVH when payment is made. In the event of title to the Goods passing to MTVH

before Delivery of the Goods to MTVH, then if the Goods or any part of the Goods are lost or damaged in transit to MTVH, the Supplier shall promptly replace the damaged or lost Goods free of charge to MTVH and shall, if so required by MTVH, remove any damaged Goods promptly.

4.10 If MTVH notifies the Supplier that the Goods are being rejected in accordance with these Conditions, the risk in and title to the Goods shall immediately revert back to the Supplier.

5 SUPPLY OF SERVICES

5.1 In providing the Services, the Supplier shall:

5.1.1. co-operate with MTVH in all matters relating to the Services, and comply with all reasonable instructions of MTVH;

5.1.2. perform the Services with all the care, skill and diligence to be expected of a professionally qualified and competent person practicing in the Supplier's industry, profession or trade;

5.1.3. ensure that the Services and Deliverables will conform with all specifications stated on the Purchase Order or otherwise, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by MTVH;

5.1.4. provide all equipment, tools and vehicles and such other items as are required to provide the Services;

5.1.5. use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to MTVH, will be free from defects in workmanship, installation and design;

5.1.6. obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;

5.1.7. observe any security requirements that apply at MTVH's premises;

5.1.8. hold all Purchaser’s Materials in safe custody at its own risk, maintain the Purchaser’s Materials in good condition until returned to MTVH, and not dispose or use the Purchaser’s Materials other than in accordance with MTVH’s written instructions or authorisation; and

5.1.9. not do or omit to do anything which may cause MTVH to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that MTVH may rely or act on the Services.

5.2 In carrying out the Services the Supplier shall consider employing MTVH’s tenants or residents to fulfil any of the Supplier’s obligations in providing the Services. In order to facilitate compliance with this clause MTVH will advertise to its tenants and residents any jobs, training, apprenticeships or other such vacancies that the Supplier, its agents or sub Suppliers wish to advertise in relation to the Services.

5.3 If there is any delay or likely delay in providing the Services the Supplier shall give written notice and details of the delay to MTVH and will provide details of any alternative dates on which the Services will be provided. MTVH may grant, in writing, a reasonable extension of the time stated in the Purchase Order that the Services will be provided.

6 MTVH'S OBLIGATIONS

6.1 MTVH shall:

6.1.1. provide the Supplier with reasonable access at reasonable times to MTVH's premises for the purpose of Delivery of the Goods and/or the provision of the Services; and

6.1.2. provide such information as the Supplier may reasonably request for the provision of the Services and MTVH considers reasonably necessary for the purpose of providing the Services.

7 CHARGES AND PAYMENT

7.1. MTVH will not make any payment to the Supplier unless the Supplier is in receipt of a valid Purchase Order.

7.2. The Price for the Goods shall be the Price set out in the Purchase Order and, in relation to the supply of Goods, shall be inclusive of the costs of packaging, insurance and carriage of the Goods.

7.3. The charges for the Services shall be set out in the Purchase Order and shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

7.4. In respect of Goods, the Supplier shall invoice MTVH on or at any time after completion of delivery.

7.5. An invoice is not considered received by MTVH unless it is submitted using the correct electronic submission method with a valid purchase order number as laid out on our MTVH supplying us web page.

7.6. MTVH shall be under no obligation to make any payment to the Supplier in relation to the supply of Goods if information has not been supplied in accordance with clause 4.5.

7.7. In consideration of the supply of Goods and/or the provision of the Services by the Supplier, after the date of Delivery of the Goods and/or provision of the Services, MTVH shall pay the invoiced amounts via BACS transfer within 30 days of receiving a correctly rendered invoice.

7.8. Payment by MTVH shall be without prejudice to any claims or rights which MTVH may have against the Supplier and shall not constitute an admission by MTVH as to the performance by the Supplier of its obligations under the Contract.

7.9. All amounts payable by MTVH under the Contract are exclusive of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to MTVH, MTVH shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or the provision of the Services at the same time as payment is due for the supply of the Goods and/or Services. The VAT invoice must quote the Purchase Order number, the VAT rate, the amount of VAT charged and the Supplier's VAT registration number.

7.10. [MHT]/[TVHA] warrants that it is an end user for the purposes of Section 55A VAT Act 1994 reverse charge for building and construction services. [MHT]/[TVHA] will not account for the reverse charge. Supplier agrees to issue normal VAT invoices with VAT charged at an appropriate rate.

7.11. [MDSL]/[EMPS] warrants that it is an intermediary supplier connected to end user for the purposes of Section 55A VAT Act 1994 reverse charge for building and construction services. [MDSL]/[EMPS] will not account for the reverse charge. Supplier agrees to issue normal VAT invoices with VAT charged at an appropriate rate.

7.12. The Supplier shall maintain complete and accurate records of the time that Goods are supplied and the time spent and materials used by the Supplier in providing the

Services, and the Supplier shall provide MTVH with this information within 3 Business Days of MTVH's request for the same.

7.13. The Supplier will be required, after the final settlement of the Contract, to retain all relevant time sheets, wages books, vouchers, comparative quotations and invoices, in connection with the Contract for a period of twelve months following payment of the final account or until inspected and approved by MTVH and/or its auditors.

7.14. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against MTVH in order to justify withholding payment of any such amount in whole or in part. MTVH may, without limiting its other rights or remedies, set off any amount owing to it by the Supplier against any amount payable by MTVH to the Supplier.

8 TAX LIABILITIES AND STATUS

8.1 The Supplier warrants that the Supplier is an independent supplier for all the purposes of this Contract and that it is responsible for all income tax, national insurance, social security or other payments and liabilities in connection with the Price paid to it under this Contract.

8.2 If the Supplier is supplying Services and is an individual:

8.2.1 in the event that the Supplier is unable or unwilling to perform the Services personally the Supplier may arrange at the Supplier's own expense for a substitute to perform the Services on the Supplier's behalf, subject to MTVH's prior written Contract to such arrangement and the Supplier warranting that the substitute is suitable to perform the Services;

8.2.2 the parties agree that the Supplier is self-employed, not an employee of MTVH, and that nothing in this Contract is intended by the parties to render the Supplier an employee, worker or agent of MTVH and the Supplier will not hold himself/herself out and will procure that neither any substitute nor the Supplier's employees, agents and sub-Suppliers will hold themselves out as such; and

8.2.3 the Supplier agrees that he/she is not entitled to benefit from or participate in any policies, schemes or other arrangements which exist for the benefit of employees of MTVH.

8.3 The Supplier undertakes to indemnify MTVH against any liability to income tax, costs, penalties, interest or other payments being the subject of formal demands on MTVH by relevant national authorities in respect of the Supplier's performance of the Services.

9 INTELLECTUAL PROPERTY RIGHTS

9.1 The Foreground IP created, generated or developed by or on behalf of the Supplier in the Materials in the provision of the Services shall be owned by MTVH and, accordingly, the Supplier hereby assigns MTVH absolutely and with full title guarantee (by way of present and future assignment) any and all such Intellectual Property Rights subsisting within the Foreground IP.

9.2 Each party shall use all reasonable endeavours to grant the other party a non-exclusive royalty free worldwide licence to use its Background IP for the purpose of creating the Materials.

9.3 The Supplier warrants that all Foreground IP and Background IP provided by it to MTVH is owned by the Supplier, or in the case of any Third Party IP is licensed to the Supplier for MTVH to use in the Materials, and that the Materials (and MTVH's use of the Materials) do not infringe the Intellectual Property Rights of any third party.

9.4 The Supplier agrees that on request by MTVH at MTVH's reasonable expense it shall

execute and sign such documents and to do such things as may be required by MTVH to give effect to the assignment of rights under Clause 9.1 and ensure that the rights assigned to MTVH under this Clause 9 can be exercised, sub-licensed or otherwise used freely by MTVH in accordance with the terms of this Contract.

9.5 The Supplier warrants that:

9.5.1 it has not, and shall not, grant or assign any rights of any nature in part or all of any Materials to any third party whatsoever in any part of the world; and

9.5.2 all Materials will be original to the Supplier and MTVH or shall be the sole and unencumbered owner of all intellectual property in the Materials and that nothing in the Materials (or any exploitation of the same by MTVH) will infringe any right whatsoever of any third party.

9.6 The Supplier irrevocably and unconditionally waives its right to paternity, its right to object to derogatory treatment and all other moral rights or any rights of a similar nature as it may have or acquired in the Materials in perpetuity, and warrants and undertakes to procure that all persons engaged in the creation or production or other use of the Materials have waived any and all moral rights on the same terms.

10 INDEMNITY

10.1 The Supplier shall keep MTVH indemnified in full against all costs, expenses, damages and losses (direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by MTVH as a result of or in connection with:

10.1.0 any claim made against MTVH by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Supplier, its employees, agents or sub Suppliers;

10.1.1 any claim made against MTVH by a third party arising out of, or in connection with, the supply of the Goods or the provision of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or sub Suppliers; and

10.1.2 any claim made against MTVH for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services.

10.2 The Supplier undertakes to maintain at its own cost an insurance policy with a reputable insurance company up to an amount sufficient to meet its liabilities in full under this Contract. The Supplier shall provide evidence of all such insurance cover to MTVH upon request.

10.3 This clause 10 shall survive termination of the Contract.

11 CONFIDENTIALITY

11.1 A party (the “Receiving Party”) shall keep in confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (the “Disclosing Party”), its employees, agents or sub Suppliers, and any other confidential information concerning the Disclosing Party's business, products or services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such information to such of its employees, agents or sub Suppliers as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or sub Suppliers are subject to obligations of confidentiality corresponding to those which bind the

Receiving Party. The Receiving Party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

11.2 This clause 11 shall survive termination of the Contract.

12 DATA PROTECTION

12.1 The provision of schedule 1 shall apply.

13 TERMINATION AND REMEDIES

13.1 Without limiting its other rights or remedies, MTVH may terminate the Contract with immediate effect by giving written notice to the Supplier if:

13.2 the Supplier commits a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 15 days of receipt of notice in writing of the breach;

13.3 the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts;

13.4 the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

13.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company);

13.6 the Supplier (being an individual) is the subject of a bankruptcy petition order;

13.7 a creditor or encumbrance of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets;

13.8 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier (being a company);

13.9 a floating charge holder over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;

13.10 a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;

13.11 any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.1 (inclusive);

13.12 the Supplier suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business; or

13.13 the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

13.14 Without limiting its other rights or remedies, MTVH may terminate the Contract:

13.15 in respect of the supply of Services, by giving the Supplier one months' written notice; and in respect of the supply of Goods, with immediate effect by giving written notice to the Supplier, in which case MTVH shall pay the Supplier fair and reasonable compensation for any work in progress on any other Goods at the date of termination but such

compensation shall not include loss of anticipated profits or any consequential loss.

13.16 In any of the circumstances in these Conditions in which MTVH may terminate the Contract, where both Goods and Services are supplied, MTVH may instead terminate part of the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remaining supply.

13.17 If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, MTVH shall, without limiting its other rights or remedies, have one or more of the following rights:

13.17.0 to terminate the Contract with immediate effect by giving written notice to the Supplier;

13.17.1 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;

13.17.2 to recover from the Supplier any costs incurred by MTVH in obtaining substitute goods and/or services from a third party;

13.17.3 where MTVH has paid in advance for Services and/or Goods that have not been provided by the Supplier, to have such sums refunded by the Supplier; and

13.17.4 to claim damages for any additional costs, loss or expenses incurred by MTVH which are in any way attributable to the Supplier's failure to meet such dates.

13.18 If the Supplier has delivered Goods and/or performed Services that do not comply with the requirements set out in clauses 4 and/or 5, then, without limiting its other rights or remedies, MTVH shall have one or more of the following rights:

13.18.0 to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;

13.18.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;

13.18.2 to require the Supplier to repair or replace the rejected Goods and/or to perform the Services again, or to provide a full refund of the Price of the rejected Goods or Services (if paid);

13.18.3 to refuse to accept any subsequent delivery of Goods which the Supplier attempts to make;

13.18.4 to recover from the Supplier any expenditure incurred by MTVH in obtaining substitute Goods and/or Services from a third party;

13.18.5 to claim damages for any additional costs, loss or expenses incurred by MTVH arising from the Supplier's failure to supply Goods and/or the provision of the Services in accordance with clauses 4 and 5.

13.19 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

14 CONSEQUENCES OF TERMINATION

14.1 On termination of the Contract or any part of it for any reason:

14.1.0 where the Services are terminated, the Supplier shall immediately deliver to MTVH all Deliverables, whether or not then complete, and return all MTVH Materials. If the Supplier fails to do so, then MTVH may, without limiting its other rights or remedies, enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract; and

14.1.1 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

15 FORCE MAJEURE

15.1 Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from circumstances beyond the reasonable control of the Party affected. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Contract by written notice to the other Party.

16 GENERAL

16.1 **Assignment and subcontracting:**

16.1.0 The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

16.1.1 MTVH may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights under the Contract.

16.2 **Notices:**

16.2.0 Any notice required to be given to a party in connection with this Contract shall be in writing and shall be delivered to the other party personally, or sent by recorded or prepaid first-class post, or by courier, to its registered office or its address as stated on the Purchase Order, or sent by email to the other party's main email address.

16.2.1 Any notice shall be received if delivered personally, when left at the address referred to above or, if sent by recorded or prepaid first-class post, at 9.00 am on the second Business Day after posting, or if delivered by courier, at the time and date that the courier's delivery receipt is signed, or if sent by email, on the next Business Day after transmission.

16.2.2 This clause 16.2 shall not apply to the service of any proceedings or other documents in any legal action.

16.3 **No partnership:** Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

16.4 **Third parties:** A person who is not a party to the Contract shall not have any rights.

16.5 **Oracle i-Supplier:** The Supplier is to support MTVH in the use of Oracle i-Supplier catalogues.

17 PREVENTION OF CORRUPTION

Anti-Bribery Policy:

17.1 MTVH values its reputation and is committed to maintaining the highest possible ethical standards in all its business activities. It recognises that the risks from bribery are a growing concern of corporate and public bodies as evidenced by the enactment of the Bribery Act 2010.

17.2 MTVH maintains high ethical standards and therefore any form of bribery is prohibited.

17.3 MTVH prohibits the offering, the giving, the solicitation or the acceptance of any bribe, whether cash or other inducement:

17.3.0 to or from any person or company, whether a public official or public body, or a private person or company, wherever situated; or

17.3.1 by any individual employee, agent or other person or company acting on MTVH's behalf; or

17.3.2 in order to gain any commercial, contractual or regulatory advantage for MTVH in a way which is unethical; or

17.3.3 in order to gain any personal advantage, pecuniary or otherwise, for the individual or anyone connected with the individual.

17.4 For the avoidance of doubt, MTVH prohibits the making of any payments to public officials for securing or accelerating routine processes and procedures ("Facilitation Payments").

17.5 To further clarify, this policy prohibits the making, giving or receiving of any inducement which results in a personal gain or advantage to the recipient or any person or body associated with the recipient, and which is intended to influence the recipient to take action which may not be solely in the best interests of the company.

17.6 The Supplier shall not offer or give, or agree to give, to any employee, agent, servant or representative of MTVH any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Contract or any other Contract with MTVH, or for showing or refraining from showing favour or disfavour to any person in relation to this Contract or any such Contract. The attention of the Supplier is drawn to the criminal offences under the Prevention of Corruption Acts 1889 to 1916.

17.7 The Supplier shall not enter into this Contract if in connection with it commission has been paid or is agreed to be paid to any employee or representative of MTVH by the Supplier or on the Supplier's behalf, unless before this Contract is made, particulars of any such commission and of the terms and conditions of any Contract for the payment thereof have been disclosed in writing to MTVH.

17.8 Where the Supplier or Supplier's employees, servants, sub-Suppliers or agents or anyone acting on the Supplier's behalf, commit such an offence in relation to this or any other contract with MTVH, MTVH has the right to:

17.8.0 terminate the Contract and recover from the Supplier the amount of any loss suffered by MTVH resulting from the termination;

17.8.1 recover from the Supplier the amount or value of any such gift, consideration or commission; and

17.8.2 recover in full from the Supplier any other loss sustained by MTVH in consequence of any breach of this condition, whether or not the Contract has been terminated.

17.9 In exercising its rights or remedies under this condition, MTVH shall:

17.9.1 act in a reasonable and proportionate manner having regard to such matters as the gravity of and the identity of the person performing the prohibited act;

17.9.2 give all due consideration, where appropriate, to action other than termination of the Contract.

18 EQUALITY & DIVERSITY

18.1 MTVH expects its Suppliers to provide Services of a consistently high standard to all its customers, regardless of their race, ethnic or national origin, religion, gender, sexual orientation, disability, or age.

18.2 The procurement function of MTVH provides an excellent opportunity to not only deliver high-quality services, but to also exert a positive influence in helping to develop inclusive, sustainable communities.

18.3 MTVH will ensure that the Suppliers it employs recognise the importance of equality and diversity as one of its corporate objectives. MTVH will require them to ensure that those delivering Services on its behalf or undertaking work for MTVH operate in accordance with MTVH's vision and values.

18.4 Material breach of contractual obligations in respect of Equality and Diversity will be treated with utmost seriousness, and failure to remedy such breaches may be grounds for termination.

18.5 It is important that the needs of service users are fully analysed and considered during any procurement process. Where relevant, the needs of socially excluded and minority groups (gender, ethnicity, disability, religion, age, sexual orientation) must be fully documented and taken into account.

19 COMMUNITY AND CUSTOMER ENGAGEMENT

19.1 We are committed to listening and talking to our communities and customers about their needs. The views of customer and community representatives should be sought as appropriate during procurements. It is also important that MTVH develops effective partnerships with community organisations and other significant public bodies who may be able to contribute to its equality and diversity agenda.

19.2 Where equality and diversity monitoring is deemed relevant to the Contract (e.g. in respect of Supplier workforce profile, customer access, satisfaction and complaints, etc.) then monitoring and reporting requirements will be defined in the Contract, and enforced through contract management arrangements. MTVH considers that best practice in monitoring requires a 'seven strands' approach (i.e. age, gender, transgender, ethnicity, disability, religion and belief, and sexual orientation) where practicable.

20 ENVIRONMENTAL SUSTAINABILITY

20.1 MTVH expects that Suppliers of Works, Goods and Services will support its sustainability objectives, as outlined in 'MTVH – Our Sustainable Future – 2021' and the supporting 'MTVH 2030 Action Plan' and work to similarly high aspirations across Environmental, Social and Governance criteria, while recognising the need to maintain a balance between these elements and the economic needs of our partners.

21 GOVERNING LAW AND JURISDICTION

21.1 Unless the Purchase Order specifies otherwise, this Contract shall be governed by and construed in accordance with the law of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales under or in connection with it.

MTVH

SCHEDULE 1
DATA PROTECTION

1 DEFINITIONS

1.1 In this Schedule the following phrases have the following meanings:

Word or Phrase	Meaning
Data Protection Legislation:	a) the GDPR, the LED and any applicable national implementing Laws as amended from time to time; b) the DPA 2018 to the extent that it relates to processing of personal data and privacy; c) all applicable Law about the processing of personal data and privacy;
Data Protection Impact Assessment:	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
Controller, Processor, Data Subjects, Personal Data, Personal Data Breach, Data Protection Officer:	take the meaning given in the GDPR;
Data Loss Event:	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
Data Subject Request:	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
DPA 2018:	Data Protection Act 2018;
GDPR:	the General Data Protection Regulation *(Regulation (EU) 2016/679)*;
Joint Controllers:	where two or more Controllers jointly determine the purposes and means of processing;
LED:	Law Enforcement Directive *(Directive (EU) 2016/680)*;
Protective Measures:	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
Sub-processor:	any third Party appointed to process Personal Data on behalf of that Processor related to this Contract.

2 DATA PROTECTION

2.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, MTVH is the Controller and the Supplier is the Processor, unless otherwise specified in Annex 1. The only processing that the Supplier is authorised to do is listed in Annex 1 by MTVH and may not be determined by the Supplier.

2.2 The Supplier shall notify the MTVH immediately if it considers that any of the MTVH's instructions infringe the Data Protection Legislation.

2.3 The Supplier shall provide all reasonable assistance to MTVH in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the MTVH, include:

2.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;

2.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;

2.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

2.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

2.4 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

2.4.1 process that Personal Data only in accordance with Annex 1, unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify MTVH before processing the Personal Data unless prohibited by Law;

2.4.2 ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which MTVH may reasonably reject (but failure to reject shall not amount to approval by the MTVH of the adequacy of the Protective Measures), having taken account of the:

(a) nature of the data to be protected;

(b) harm that might result from a Data Loss Event;

(c) state of technological development; and

(d) cost of implementing any measures;

2.4.3 ensure that:

(a) the Supplier Personnel do not process Personal Data except in accordance with this Contract (and in particular Annex 1);

(b) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:

(i) are aware of and comply with the Supplier's duties under this paragraph;

(ii) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;

(iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the MTVH or as otherwise permitted by this Contract; and

(iv) have undergone adequate training in the use, care, protection and handling of Personal Data;

2.4.4 not transfer Personal Data outside of the EU unless the prior written consent of the MTVH has been obtained and the following conditions are fulfilled:

(a) MTVH or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the MTVH;

(b) the Data Subject has enforceable rights and effective legal remedies;

(c) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist MTVH in meeting its obligations); and

(d) the Supplier complies with any reasonable instructions notified to it in advance by MTVH with respect to the processing of the Personal Data;

2.4.5 at the written direction of MTVH, delete or return Personal Data (and any copies of it) to MTVH on termination of the Contract unless the Supplier is required by Law to retain the Personal Data.

2.5 Subject to paragraph 2.6, the Supplier shall notify MTVH immediately if it:

2.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);

2.5.2 receives a request to rectify, block or erase any Personal Data;

2.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

2.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;

2.5.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

2.5.6 becomes aware of a Data Loss Event.

2.6 The Supplier’s obligation to notify under paragraph 2.5 shall include the provision of further information to MTVH in phases, as details become available.

2.7 Taking into account the nature of the processing, the Supplier shall provide MTVH with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 2.5 (and insofar as possible within the timescales reasonably required by MTVH) including by promptly providing:

2.7.1 the MTVH with full details and copies of the complaint, communication or request;

2.7.2 such assistance as is reasonably requested by MTVH to enable MTVH to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

2.7.3 MTVH, at its request, with any Personal Data it holds in relation to a Data Subject;

2.7.4 assistance as requested by MTVH following any Data Loss Event;

2.7.5 assistance as requested by MTVH with respect to any request from the Information Commissioner’s Office, or any consultation by MTVH with the Information Commissioner's Office.

2.8 MTVH shall maintain complete and accurate records and information to demonstrate its compliance with this paragraph. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:

2.8.1 MTVH determines that the processing is not occasional;

2.8.2 MTVH determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and

2.8.3 the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

2.9 The Supplier shall allow for audits of its Data Processing activity by MTVH or MTVH's designated auditor.

2.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.

2.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Supplier must:

2.11.1 notify MTVH in writing of the intended Sub-processor and processing;

2.11.2 obtain the written consent of MTVH;

2.11.3 enter into a written Contract with the Sub-processor which gives effect to the terms set out in this Schedule such that they apply to the Sub-processor; and

2.11.4 provide MTVH with such information regarding the Sub-processor as MTVH may reasonably require.

2.12 The Supplier shall remain fully liable for all acts or omissions of any of its Sub-processors.

2.13 The Supplier may, at any time on not less than 30 Working Days' notice, revise this Schedule by replacing it with any applicable controller to processor standard paragraphs or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

2.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. MTVH may on not less than 30 Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

ANNEX 1
SCHEDULE OF PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. The Supplier shall comply with any further written instructions with respect to processing by MTVH.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, MTVH is the Controller and the Supplier is the Processor in accordance with paragraph 1.1.
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide the Services and/or Delivery of the Goods to MTVH's customers.
Duration of the processing	The term of the Contract
Nature and purposes of the processing	The nature of the processing means any operation which includes one or more of the following: • collection; • recording; • organisation; • structuring; • storage; • adaptation or alteration • retrieval; • consultation; • use; • disclosure by transmission, dissemination or otherwise making available; • alignment or combination; • restriction; • erasure or destruction of data (whether or not by automated means).

	The purpose of the Processing: (i) Processing is to be undertaken primarily on the basis of the performance of a contract between the data subjects (or the data subject's employer or company) and the controller (MTVH); (ii) Processing pursuant to the Contract may also be undertaken on the basis of the legitimate interests of MTVH. depending on the circumstances. The relevant legitimate interests identified (as at the date of this Contract) being the pursuit of MTVH's functions. administration and management of the social housing provision by MTVH. as well as the wider social interests associated with provision of suitable and well maintained social housing and associated services.
Type of Personal Data being Processed	The personal data processed may concern the following categories of data subjects: (i) Customers or prospective customers of MTVH; (ii) Tenants or prospective tenants of MTVH; (iii) Consultants or prospective consultants of MTVH; (iv) Suppliers or prospective suppliers to MTVH; (v) Contractors for or prospective contractors for MTVH; (vi) Authorised signatories for MTVH or any of the above; (vii) Representatives for MTVH or any of the above; (viii) Witnesses for MTVH or any of the above.
Categories of Data Subject	The personal data processed shall concern the following categories of personal data (please specify): (i) Personal details including forename, surname, home address; (ii) Personal details including date of birth, occupation, work address. employer and position; (iii) Personal details including contact details, email address, telephone numbers; (iv) Personal details including bank details; (v) Financial information relating to tenants and

	customers; (vi) any other personal data identified in the Contract (vii) and/or as dictated by the nature of the Goods and/or the Services provided.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Following exipiry or termination of the Contract.

By signing below the parties hereby accept and agree the Terms and Conditions.

SIGNED:_____ PRINT NAME: _____

Duly authorised to sign for and on behalf of (**The Supplier)**

SIGNED: _____ PRINT NAME: _____

Duly authorised to sign for and on behalf of **Metropolitan Housing Trust Limited (MHT) / Thames Valley Housing (TVH)**