

LiveWest Homes Limited - Standard Terms and Conditions for the supply of Goods and/or Services ("these Terms")

1. Introduction

1.1 These Terms apply in the absence of other previously agreed terms based on standard forms of contract to all Orders to the exclusion of any other terms. Your terms and conditions of contracting are expressly excluded unless there is a specific contract between You and LiveWest governing this Order. Where there is a specific contract it shall apply in conjunction with these Terms to the extent that they are not inconsistent with the contract and this Order will be treated as a task or order under that Contract.

1.2 In these Terms a reference to:

- "LiveWest" is to any LiveWest Limited group organisation purchasing the Goods or Services;
- "Goods" is to the items to be supplied to LiveWest under this Order;
- "Order" – is to the Purchase Order or Task Form to which these Terms relate;
- "Services" is to any services to be supplied to LiveWest under this Order; and
- "You" or "Your" is to the supplier of the Goods and/or Services.

2. Quality and Performance

2.1 All Goods supplied must:

- conform to the specification in the Order;
- be of sound design, materials and workmanship;
- be free from defects and remain so for the period stated in the Order and if no period is stated for 12 months from their date of delivery;
- be fit for their purpose;
- be new (unless the Order states otherwise); and
- comply with all statutory and regulatory requirements relating to their manufacture, labelling, packaging, storage, handling and delivery.

2.2 You will indemnify LiveWest in full against any costs, expenses, damages and losses (direct or indirect and including LiveWest management time) that may be caused due to the discovery and correction of latent defects in the Goods.

2.3 All Services must be performed:

- by appropriately qualified and experienced staff;
- using reasonable care, skill and diligence;
- in a timely, efficient and professional manner; and
- to the reasonable satisfaction of LiveWest.

3. Health and Safety, Equality and Diversity, Data Protection, Bribery and other law

3.1 In providing the Goods and/or Services You and Your personnel will comply with:

- all applicable laws (including health and safety and equality and diversity laws, the EU General Data Protection Regulation (GDPR), Bribery Act 2010 and Modern Slavery Act 2015);
- LiveWest's Contractor Code of Conduct, which can be obtained from the LiveWest website (www.LiveWest.co.uk/about-us/tenders-and-suppliers)

3.2 Asbestos safety warning:

- As built - Materials may contain asbestos. You have a duty under the Management of Asbestos Regulations 2012 to check for asbestos prior to commencing any works. Information on any known asbestos can be obtained from the LiveWest database. If You have any reason to believe asbestos may be present and no notice is found, contact LiveWest on LiveWest contact telephone number which is found on the LiveWest website, 0300 030 8080 or such other number as is in force, immediately. Use the same number for all other enquiries relating to asbestos.

3.2 You will indemnify LiveWest in full against any costs, expenses, damages and losses (direct or indirect and including LiveWest management time) that may be caused due to any breach by You of clauses 3.1 and 3.2 of these Terms.

3.3 You shall and shall procure that persons associated with you or other persons who are performing services in connection with this agreement shall:

- comply with all applicable laws, statutes, regulations, and codes relating to the prevention of tax evasion and/or the facilitation of tax evasion ("Relevant Requirements"), including but not limited to the Criminal Finances Act 2017(b) specifically not engage in any activity, practice or conduct which would cause an offence to be committed under sections 45 and 46 of the Criminal Finances Act 2017;
- comply with the Financial Crime Prevention Policy and

Procedures which can be obtained from the LiveWest website www.livewest.co.uk/about-us/tenders-and-suppliers; and

- not do, or omit to do, any act that will cause or lead the LiveWest to be in breach of any of the Relevant Requirements or Relevant Policies.

3.4 You shall indemnify the LiveWest in full 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 [reasonable] professional costs and expenses) suffered, incurred by, or awarded against, LiveWest as a result of any breach of this Clause [3.3] by the [third party] [or any breach of provisions equivalent to this Clause 3.3 in any Subcontract by any Subcontractor].

4. Delivery

4.1 You must deliver the Goods and/or Services within 14 days of the Order unless the Order states otherwise. You must obtain a receipt for all Goods delivered from an authorised officer of LiveWest.

4.2 If delivery of the Goods, or performance of the Services, is delayed due to any cause beyond Your reasonable control and You tell LiveWest of this immediately, LiveWest may either reschedule the time for delivery/performance or cancel the Order without any liability to You.

4.3 If delivery is delayed in any other circumstances You must reimburse LiveWest for any additional costs LiveWest incurs.

4.4 You must attach a copy of LiveWest's original Order to all Orders, advice notes, invoices and packing notes. These must also contain:

- Your name and address;
- LiveWest's Order number;
- the date of despatch;
- a description of the Goods and/or Services;
- the address for delivery; and
- the due delivery date.

4.5 LiveWest may reject all or any Goods that do not comply with the Order at any time within 1 month from the date of delivery. A signature confirming receipt does not signify acceptance of the quality of the Goods or acceptability of the Goods.

4.6 Risk and title in Goods will pass to LiveWest on delivery of the Goods to the delivery address in the Order.

4.7 Whilst on LiveWest's premises, You and all persons for whom You are responsible must comply with LiveWest's rules relating to those premises. LiveWest may refuse admission to Your personnel or require such personnel to leave its premises at any time without giving any reason.

5. Intellectual Property

5.1 You grant LiveWest an irrevocable, non-exclusive, royalty free licence to use all applicable intellectual property rights in connection with the use of the Goods or receipt of the Services. You assign to LiveWest all intellectual property rights in any Goods and/or Services that are produced for LiveWest as bespoke.

5.2 You will indemnify LiveWest in full against all costs, expenses, damages and losses (whether direct or indirect and including LiveWest management time) incurred in connection with any actual or alleged infringement of a third party's intellectual property rights in any Goods that are the subject of or any Services provided in connection with any Order.

5.3 You shall not during the Order or at any time after it use or disclose to any third party any Confidential Information unless:

- its use or disclosure is authorised by LiveWest or required by law; or
- it is already in, or comes into, the public domain other than through your unauthorised disclosure

6. Payment

6.1 LiveWest will pay You the price for the Goods and/or Services stated in the Order plus VAT within 30 days from the last day of the month in which a valid and undisputed VAT invoice is received from You.

6.2 The prices in the Order will apply (without variation) for the stated quantity of the Goods and/or through the period of provision of the Services in the Order. These prices include all delivery costs

6.3 LiveWest may set off any sums owed by You against any sums payable to You in relation to the Order.

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7. Liability and Insurance

- 7.1 LiveWest shall have no liability to You for any loss of profits, business, revenue or any other indirect or consequential loss or damage.
- 7.2 You will maintain the minimum insurance set out below during the guarantee period for Goods and/or throughout the period during which the Services are provided:
- Product Liability Insurance (for Goods) £5 million
 - Professional Indemnity Insurance (for Services) £5 million
 - Public Liability Insurance (for Services) £5 million
 - Employer's Liability Insurance (for Services) £10 million

8. General

- 8.1 No variation, and no additional terms and conditions to this Order, will be valid unless accepted in writing and signed by LiveWest.
- 8.2 This Order does not confer any rights on any person under the Contracts (Rights of Third Parties) Act 1999.
- 8.3 You must not subcontract the provision of any Services without LiveWest's prior written consent.
- 8.4 You will be responsible for all the actions of Your permitted subcontractors, suppliers, agents and advisors in connection with the Goods and/or Services.
- 8.5 Any waiver by LiveWest of any right in connection with the Goods or Services will only be effective if in writing and will not be deemed a waiver of any subsequent breach or default. No failure or delay by LiveWest in exercising any right or remedy under these Terms or by law will not be a waiver of that or any other right or remedy and will not preclude or restrict its further exercise.
- 8.6 The rights of LiveWest under these Terms are cumulative and do not exclude rights provided by law.

9. Termination

- 9.1 Where this Order is for Services LiveWest may terminate this Order by giving You at least 14 days written notice.
- 9.2 LiveWest may terminate this Order with immediate effect by giving You written notice if:
- You commit a material breach of these Terms which is not remedied to the satisfaction of LiveWest within 7 days of written notice from LiveWest notifying You of the breach and stating that if it is not remedied this Order will be terminated;
 - You or anyone for whom You are responsible has acted fraudulently or made a fraudulent misrepresentation in connection with the Goods and/or Services;
 - You or anyone for whom You are responsible has offered or agreed to give any person working for or engaged by LiveWest any gift or consideration, in relation to this Order, or any other contract between You and LiveWest;
 - You have been the subject of any insolvency related procedure including having:
 - had an administrator, receiver, receiver and manager or administrative receiver appointed, or having notified or been notified of an intention, or taken any steps to appoint, any of them;
 - suspended the payment of debts or commenced negotiations with Your creditors to reschedule Your debts;
 - had a winding up petition presented against You; or
 - suffered any equivalent insolvency related procedure.

10. Notices

- 10.1 All notices or other communications in connection with this Order or these Terms must be in writing and shall be validly served if:
- delivered to the other party personally; or
 - sent by prepaid first-class post or recorded delivery to:
 - its registered office (if a company); or
 - (in any other case) its principal place of business.

11. Dispute Resolution

- 11.1 If there is a dispute in connection with the Order, one director (or person holding an equivalent position in that party's organisation) from each party will consult and negotiate to attempt to reach a solution satisfactory to both parties. If they do not reach settlement within a period of 60 days, then, if agreed, the matter will be referred for mediation.

12. Publicity, Media and Official Enquiries

- 12.1 Subject to any other statutory obligation, You will at all times not make any press announcements, use LiveWest's logos or branding, or publicise this Order or any contract with LiveWest in any way except with the written consent of LiveWest. You will take all reasonable steps to ensure this obligation is complied

with by Your sub-contractors, employees, agents, professional advisors and consultants.

13. Governing Law

- 13.1 This contract shall be governed by English law and the parties shall submit to the exclusive jurisdiction of the English courts.