

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

1. Introduction

1.1 These Terms and the terms of the Order apply to the exclusion of any other terms. Your terms and conditions of contracting are expressly excluded.

1.2 In these Terms a reference to:

- "LiveWest" is to any LiveWest Limited group organisation purchasing the Goods or Services;
- "Contract Price" is to the contract price stated in the Order;
- "LiveWest Policies" means all policies, protocols, guidance and requirements of LiveWest or prepared on its behalf including but not limited to the Contractors Code of Conduct, Financial Crime Prevention Policy and Procedures and environmental policy (which are available to You upon request) and any other policies, protocols, guidance and requirements notified to You as amended from time to time;
- "Financial Distress Event" means any circumstance or event that causes or is likely to cause any material, or prolonged financial difficulty including but not limited to any:
 - fall in credit rating;
 - inability and/or failure to meet the demands of any institutional lender or trade creditor;
 - material breach of any funding agreement.
- "Goods" is to the items to be supplied to LiveWest under this Order;
- "Order" – is to the Purchase Order or Task / Order Form to which these Terms relate;
- "Services" is to any services to be supplied to LiveWest under the Order and any additional services instructed under clause 11; 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
- be in accordance with LiveWest Policies.

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 and Services.

2.3 All Services must be performed:

- by appropriately qualified and experienced staff; using reasonable care, skill and diligence expected of a competent and experienced contractor undertaking services similar in size and complexity to the Services;
- in a timely, efficient and professional manner;
- to the reasonable satisfaction of LiveWest; and
- in accordance with LiveWest Policies.

2.4 LiveWest may inspect and examine the manner in which You supply the Services at the Premises during normal business hours on reasonable notice.

2.5 If LiveWest informs You in writing that any part of the Services does not meet the requirements of the Order and/or the Terms or differ in any way from those requirements, and this is other than as a result of LiveWest's default, You shall at Your own expense re-schedule and perform the Services in accordance with the requirements of the Order and/or Terms within such reasonable time as may be specified by 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, data protection and privacy, the EU General Data Protection Regulation (GDPR), Bribery Act 2010 and Modern Slavery Act 2015);

- any successor legislation to the GDPR or the Data Protection Act 1998 in the UK in each case while the same is in force;

- 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. Use the same number for all other enquiries relating to asbestos.

3.3 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.

3.4 You shall and shall procure that 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 LiveWest Financial Crime Prevention Policy and Procedures which can be obtained from the LiveWest website.
- not do, or omit to do, any act that will cause or lead LiveWest to be in breach of any of the Relevant Requirements or Relevant Policies.

3.5 You shall indemnify 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 Clause 3.4 by the third party or any breach of provisions equivalent to Clause 3.4 in any Subcontract by any Subcontractor.

4. Delivery

4.1 You must deliver the Goods and/or commence supply of the 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, You shall tell LiveWest of this immediately and LiveWest may either reschedule the time for delivery/performance or cancel the Order without any liability to You. If delivery of the Goods or performance of the Services is delayed in any other circumstances LiveWest may by written notice instruct You to use best endeavours to recover such delay at no cost to LiveWest. If following issue of such notice, in LiveWest's reasonable opinion, You are not complying with such notice, LiveWest shall be entitled to terminate the Order and instruct third parties to deliver the Goods and/or perform the Services. You must reimburse LiveWest for any additional costs LiveWest incurs.

4.3 You must attach a copy of LiveWest's original Order to all 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.

4.4 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.

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

4.6 Whilst on LiveWest's premises, You and all persons for whom You are responsible must comply with LiveWest's rules relating to

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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 Contract Price for the Goods and/or proper performance of the Services stated in the Order plus VAT (as applicable) in accordance with the payment instalments stated in the Order or otherwise 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 Unless stated in the Order, the Contract Price includes all costs, expenses and disbursements incurred by You in connection with the performance of the Services.
- 6.4 LiveWest may set off any sums owed by You against any sums payable to You in relation to the Order.

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 on an each and every claim basis during the guarantee period for Goods and/or for 6 years following completion of the Services:
- Product Liability Insurance (for Goods) £5 million
 - Professional Indemnity Insurance (for Services) £5 million
 - Public Liability Insurance £5 million
 - Employer's Liability Insurance £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 shall not assign, novate, sub-contract or in any other way dispose of this Order or any part of it without LiveWest's prior written consent.
- 8.4 LiveWest may freely assign novate or otherwise dispose of its rights and obligations under this Order or any part thereof.
- 8.5 You must not subcontract the performance of any Services without LiveWest's prior written consent.
- 8.6 You will be responsible for all the actions of Your permitted subcontractors, suppliers, agents and advisors in connection with the Goods and/or Services.
- 8.7 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.
- 8.8 The rights of LiveWest under these Terms are cumulative and do not exclude rights provided by law.

9. Termination

- 9.1 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 delay the delivery of the Goods and/or performance of the Services under clause 4.2 and fail to remedy such delay;
- 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. Financial Distress

- 10.1 You shall notify LiveWest in writing as soon as reasonably practicable but in any event within 10 business days of:
- 10.1.1 You suffering any Financial Distress Event;
- 10.1.2 Your ultimate parent company suffering any Financial Distress Event;
- 10.1.3 You becoming aware that any of Your principal sub-contractors, sub-consultants or suppliers is suffering from any Financial Distress Event, provided that any such Financial Distress Event is or is likely to materially delay, disrupt, prolong or in any other way materially affect the performance of any of Your obligations under this Order (including supply or performance of all or any part of the Goods and/or Services).
- 10.2 Your notice under clause 10.1 shall provide details of the circumstances of any Financial Distress Event together with Your reasonable estimate of its effect or likely effect on the performance of any of Your obligations under this Order.
- 10.3 Following receipt of Your notice in accordance with clause 10.1, LiveWest and You shall meet as soon as reasonably possible, to discuss the effect or likely effect of any Financial Distress Event and shall seek to agree suitable measures to remedy or where this is not possible mitigate the effect or likely effect of any such Financial Distress Event on Your performance of its obligations under this Order.
- 10.4 In the event that:
- 10.4.1 You fail to provide written notice in accordance with clause 10.1; or
- 10.4.2 You fail to comply with any measures (including any timescales) that LiveWest considers You should take to remedy or mitigate the effect or likely effect of the Financial Distress Event, acting reasonably, LiveWest shall without prejudice to LiveWest's other rights or remedies under this Order be entitled to:
- 10.4.2.1 instruct the omission of all or any part of the Goods and/or Services;
- 10.4.2.2 suspend or terminate Your engagement under this Order on 10 business days' notice.
- 10.4.2.3 If LiveWest instructs an omission of Goods and/or Services under clause 10.4.2.1, LiveWest may engage any other person to provide the omitted Goods and/or carry out and complete the omitted Services. You shall provide such assistance as LiveWest may reasonably require in connection with such instruction. To the extent that such instruction reduces the quantity of Goods supplied and/or scope of the Services to be performed by You, LiveWest shall be entitled to deduct from the price for the Goods and/or Services stated in the Order an amount agreed between the parties or, failing such agreement, an amount calculated by LiveWest that fairly and reasonably reflects the reduction in the quantity of Goods and/or scope of the Services to be undertaken by You.
- 10.4.2.4 If Your engagement is terminated or the provision of or performance of the whole of the Goods and/or Services is suspended, LiveWest shall pay You that part of the price for the Goods and/or Services stated in the Order and any other amounts arising under this Order which have accrued due prior to the date of termination or suspension, plus a fair and reasonable proportion of the next instalment of the price for the Goods and/or Services

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stated in the Order having regard to the extent of the quantity of Goods supplied and/or Services performed up to the date of termination or suspension.

10.4.3 Your remedies under clauses 10.4.2.3 and 10.4.2.4 shall be Your sole and exclusive remedies on the occurrence of such events and You shall not be entitled to any loss of use, loss of profit, loss of any contract, overheads or for any indirect or consequential loss or damage, which may be suffered by You in connection with LiveWest exercising its rights under this clause.

11 Additional Goods / Services

11.1 LiveWest may issue an instruction to You requiring an addition to or omission from the Goods and/or Services or other change affecting how the Goods are delivered and/or Services are to be performed. In the event of such instruction a fair and reasonable adjustment shall be made to the Contract Price by LiveWest.

12 Notices

12.1 All notices or other communications in connection with this Order or these Terms must be in writing and shall (save as otherwise agreed) 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.

12. Dispute Resolution

12.1 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. If the parties fail to agree to mediation or fail to reach agreement within a further 60 days of the mediator being appointed, or such longer period as may be agreed by the parties, then any dispute or difference between them may be referred to the courts.

13 Personnel

13.1 You shall ensure that all personnel supplying the Services shall do so with all due skill, care and diligence required at clause 2 and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services.

14 Publicity, Media and Official Enquiries

14.1 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.

15 Governing Law

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