



# STANDARD TERMS OF PURCHASE

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Updated: 17 December 2019

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## 1 Definitions

In these conditions:

- 1.1 "LG" means Longhurst Group Limited
- 1.2 "Contract" means the agreement between Longhurst Group (LG) and the Supplier comprising LG's request for quotation, any specification, the Supplier's quotation, these Short Form Conditions of Contract, the Purchase Order, and any documents referred to therein.
- 1.3 "Purchase Order" (PO) means the Purchase Order issued by LG to the Supplier for the supply of Goods and/or Services.
- 1.4 "Supplier" means the individual, firm or company with whom LG enters into the contract (including where the context requires any of the Supplier's sub-contractors) as identified in the PO.
- 1.5 "Goods" means anything (other than Services) supplied or to be supplied to LG under the Contract.
- 1.6 "Services" means all the services that the Supplier is required to carry out under the Contract.
- 1.7 "Data Protection Legislation" means any applicable law relating to the processing, privacy and use of Personal Data including: the General Data Protection Regulation (EU) 2016/679 (GDPR);

## 2 Formation of Contract

- 2.1 These terms accompany a Purchase Order. They set out the terms of an offer by LG, to purchase the Goods and/or Services described in the purchase order, from you, the person to whom our PO is addressed.
- 2.2 Our offer to you will be deemed accepted when you accept it in writing, or (if earlier) when you start to fulfil the order. Once accepted, a contract on these terms will exist between us.
- 2.3 Unless we agree otherwise in writing signed by us, these terms apply instead of any terms provided by you, terms which we have agreed in respect of previous orders, or terms implied by any course of dealing between us.

## 3 Provision of Services

- 3.1 Where the PO includes Services, you shall provide those Services to us, meeting any performance dates in the PO and any other reasonable performance dates notified to you by us. You must co-operate with us in all matters relating to the services and comply with our instructions.
- 3.2 The Services must be performed with care, skill and diligence, to our reasonable satisfaction, and in accordance with best practice in your industry, profession or trade. The services must conform to any specification set out in, attached to, or issued by us alongside the PO, and to any description of the Services issued by you.
- 3.3 You must use a sufficient number of personnel who must all be suitably skilled and experienced to perform the tasks assigned to them. You must provide all equipment, tools and vehicles necessary.

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## 4 Supply of Goods

- 4.1 The Supplier shall supply the Goods specified in the Contract. Goods may be returned at the Supplier's expense if they do not correspond with the Contract.
- 4.2 The Goods must conform to any specification set out in, attached to, or issued by us alongside the PO, and to any description of the Goods issued by you. They must be of satisfactory quality and be fit for any purpose held out by you or made known to you by us.
- 4.3 You shall ensure that any manufactured Goods are free from defects in design, material and workmanship for 12 months after delivery (or for such other period as we may agree).
- 4.4 We may inspect and test the goods at any time before their delivery. However, this shall not affect your responsibility for the goods. If we identify that the Goods do not comply with paragraphs and above, you shall take any necessary remedial action.
- 4.5 Goods must be properly packaged and secured to ensure that they reach their destination in good condition. The cost of packaging and delivery will be deemed to be included in the price of the Goods. If the Supplier requires packaging to be returned, it will be returned at the Supplier's expense. You shall deliver the Goods on the supply date set out in the PO (or an earlier date agreed with us), to the delivery location as instructed by us and during our normal business hours (09:00 to 16:00 Monday to Friday), unless specified otherwise.
- 4.6 The Goods shall be deemed delivered to us on unloading in accordance with this paragraph 4.5, at which point title and risk in the Goods passes to us. But if we pay for the Goods before delivery (even in part), title to the Goods passes on our first payment to you.
- 4.7 If the Goods require installation or commissioning, you shall be responsible for these activities unless the PO states otherwise.

## 5 Environment, Health and Safety

- 5.1 The Supplier shall ensure that all of the Supplier's personnel who have access to or are employed on LG premises comply with LG's health, safety and security procedures and instructions and complete any additional security clearance procedures required by LG before working at LG's premises. You shall maintain our premises in an orderly state at all times and remove any items brought onto our premises at the completion of the Contract.
- 5.2 The Supplier shall ensure all Health and Safety information requested by LG is provided within agreed timescales and that works will not commence until confirmed by LG.
- 5.3 You shall comply with our other corporate policies that we identify to you and take all reasonable steps to secure that your employees, agents and subcontractors comply with those policies.
- 5.4 In providing the Goods or Services the Supplier shall employ their best endeavours to conserve energy, water and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- 5.5 The Supplier shall employ their best endeavours to make use of recycled materials in packaging, products and printed materials and/or utilise products, packaging and materials that are suitable for reuse or recycling.

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## 6 Our remedies

- 6.1 If you fail to perform the Services or deliver the Goods by the applicable dates, we may do one or more of the following (in addition to our other legal or statutory rights):
- a terminate the contract by giving you written notice;
  - b refuse to accept any later performance of the Services or supply of the Goods;
  - c require a refund of any amounts paid by us in advance for Services or Goods not provided; and/or
  - d recover from you our costs in obtaining substitute Services or Goods from a third party together with any other costs, loss or expenses suffered by us as a result of that failure.
- 6.2 If the Goods or Services do not comply with the requirements of paragraphs 3 or 4, we may do one or more of the following (in addition to our other legal or statutory rights):
- a require you to re-supply the Goods or re-provide Services at your own cost so that they meet those requirements;
  - b reject the Goods and Services and require a refund of any amounts paid by us in advance;
  - c accept the Goods and Services but make a reasonable deduction from the price; and/or
  - d recover from you our costs in obtaining substitute Services or Goods from a third party together with any other costs, loss or expenses suffered by us as a result of that failure.

## 7 Invoicing

- 7.1 The price for the Goods and/or Services shall be the price set out in the PO. The price is a maximum price and will be the Gross price, including any eligible VAT. The price includes all other costs and expenses unless otherwise agreed between us.
- 7.2 Invoices must be addressed to Longhurst Group Limited, display a valid PO number and be sent to [purchaseledger@longhurst-group.org.uk](mailto:purchaseledger@longhurst-group.org.uk) – failure to do so will result in delays to payment.
- 7.3 You shall invoice us on completion of the Services and/or delivery of the Goods. Unless otherwise agreed, invoices may not exceed the amount stated on the PO.
- 7.4 We shall pay the invoiced amount within 30 days of a correctly rendered invoice to a bank account in your name stated on your invoice. If we fail to pay you within this time, interest will accrue at the statutory interest rate for the United Kingdom. Interest will not apply in respect of any disputed portion of an invoice whilst we are working with you in good faith to resolve the dispute.

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## 8 Intellectual property

- 8.1 You shall grant us (or procure a grant to us of) a fully paid-up, worldwide, royalty-free, irrevocable licence to use, copy, and modify the deliverables provided under this PO so that we can make full use of each deliverable.
- 8.2 No intellectual property belonging or licensed to us is transferred or licensed to you as part of this contract, except to the extent that we may agree in writing.
- 8.3 You shall not infringe the intellectual property rights of any third party and you shall comply, and require your subcontractors to comply, and in each case be able to provide evidence to demonstrate compliance with, all legislative, regulatory and any contractual requirements related to intellectual property rights and the use of any third party products or licences related to your Goods or Services.

## 9 Indemnity

- 9.1 You shall indemnify us, our officers, trustees and employees against all liabilities, costs, expenses, damages and losses suffered by us as a result of:
  - a any claim for actual or alleged infringement of a third party's intellectual property rights arising out of our receipt or use of the deliverables provided under this PO; and
  - b any claim of any nature brought against us by a third party arising out of the Goods or Services.
- 9.2 Unless we agree otherwise in writing signed on behalf of you and us, and subject to any such agreement:
  - a your maximum liability to us under or in connection with this contract shall be 125% of the price, but this shall not limit your liability under paragraph 9.1a) above or for matters which are (or should be) insured by you pursuant to paragraph 10 below; and
  - b our maximum liability to you under or in connection with this contract shall be the price together with any interest due pursuant to paragraph 7.4.
- 9.3 Neither party shall be liable to the other for consequential loss.

## 10 Insurance

- 10.1 During the term of the contract between us, and for two years thereafter (with regard to professional indemnity insurance if you are providing Services), you shall maintain in force with a reputable insurance company an adequate level of insurance cover in respect of all the risks that may be incurred in the performance of this contract.
- 10.2 You shall provide us with your insurance certificates and most recent premium receipt upon request.

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## 11 Termination

- 11.1 We may terminate the contract between us immediately by giving you written notice if:
- a you undergo a change of control and we have not previously agreed to continue the contract;
  - b your financial position changes and in our opinion your capability to adequately fulfil your obligations is in jeopardy; or
  - c you fail to comply with your obligations under paragraphs 12 and 13.
- 11.2 Either you or we may terminate the contract between us immediately by giving written notice to the other party if:
- a the other party commits a material breach of these terms and the breach either cannot be remedied or is not remedied within 30 days of the breaching party becoming aware of the breach;
  - b the other party takes any step in connection with its entering bankruptcy, administration, provisional liquidation, making an arrangement with its creditors, being wound up, having a receiver appointed or ceasing to carry on a substantial part of its business.
- 11.3 Without prejudice to clauses 11.1 and 11.2, LG shall at any time have the right to terminate the Contract or reduce the quantity of Goods or Services to be provided by the Supplier in each case by giving to the Supplier one month's written notice. During the period of notice LG may direct the Supplier to perform all or any of the work under the Contract. Where LG has invoked either of these rights, the Supplier may claim reasonable costs necessarily and properly incurred by the Supplier as a result of the termination or reduction, excluding loss of profit and consequential losses, provided that the claim shall not exceed the total cost of the Contract.
- a Termination or reduction under this provision shall not affect the rights of the parties to the Contract that may have accrued up to the date of termination.
- 11.4 On termination for any reason, you shall immediately deliver to us all deliverables in your possession, whether or not then complete, and return anything in your possession which belongs to us.
- 11.5 Termination of the contract shall not affect any of the rights, obligations or liabilities which existed up to the date of termination or the continued enforceability of any provision which by implication is intended to continue in force after termination (including without limitation paragraphs 9, 10, 12 and 16).

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## 12 Data protection

- 12.1 If you process personal data supplied by or on behalf of us as part of the provision of services under this purchase order, you must do so in line with Data Protection Legislation and you acknowledge that in line with Data Protection Legislation LG is the 'Data Controller' and the Supplier is a 'Data Processor' in respect of that personal data. You must contact us immediately if you think that you are also a Data Controller in respect of that data or (to the extent that you are permitted by law to do so) if the law requires you to process personal data otherwise than in accordance with this paragraph 12.
- 12.2 The PO or its accompanying documentation set out the scope, nature and purpose of any processing of personal data for the purpose of the contract.
- 12.3 You and we shall each comply fully with all applicable requirements of Data Protection Legislation in force from time to time.
- 12.4 In addition, in processing personal data for the purpose of this contract, you shall:
- a process personal data only in accordance with our written instructions (which may require you to amend, transfer, restrict processing of, or delete personal data or to provide us a copy of all personal data);
  - b ensure that any persons who have access to or otherwise process personal data are obliged to keep that data confidential and only have such access as is strictly necessary for the performance of their duties;
  - c take reasonable steps to ensure the reliability of such persons and that they have been adequately trained in data protection law and practice;
  - d have in place appropriate technical and organisational measures (assessed and updated from time to time) including but not limited to any measures instructed by us pursuant to paragraph 12.4a) to protect against unauthorised or unlawful processing and against accidental loss of, or damage to, personal data;
  - e not appoint a sub-processor to process personal data without obtaining our written consent and complying with our conditions;
  - f not transfer personal data outside of the EEA without obtaining our written consent;
  - g provide us with reasonable assistance and co-operation in meeting our obligations to keep personal data secure, notify breaches to the Information Commissioner, advise data subjects of breaches, carry out data protection impact assessments and consult with the Information Commissioner about such assessments;
  - h delete or return to us any personal data on the termination of the contract;
  - i provide us with all information in your possession to demonstrate that both we and you have complied with our obligations under article 28 of the General Data Protection Regulation;
  - j submit and contribute to audits and inspections carried out by us or our nominated auditor to evaluate compliance with Data Protection Legislation;
  - k notify us immediately if you think that we have issued an instruction which does not comply with data protection legislation;
  - l promptly (and in any event within 24 hours) notify us if any personal data is lost, destroyed or damaged or otherwise compromised. Your notification must describe the nature of the data breach including the categories and approximate number of data subjects concerned and the categories of personal data records concerned;
  - m promptly (and in any event within 24 hours) refer to us any request, complaint, notice or communication from a data subject or from the Information Commissioner or other

- regulatory or supervisory body and you shall not (unless required by law) yourself respond to any such request; and
- n keep written records of the processing activities you carry out on behalf of us. This shall contain the information required by article 30 of the General Data Protection Regulation.

## 13 Anti-bribery and criminal finances

- 13.1 You shall comply with all applicable laws, regulations and official guidance relating to anti-bribery and anti-corruption, including the Bribery Act 2010.
- 13.2 You shall not engage in any activity, practice or conduct which would constitute a tax evasion facilitation offence under sections 45 or 46 of the Criminal Finances Act 2017.
- 13.3 You shall comply with any ethics, anti-bribery or anti-corruption policy or procedure reasonably required by us and notified to you and have in place your own policies and procedures to ensure compliance of your personnel and supply chain with the Bribery Act 2010 and Criminal Finances Act 2017.
- 13.4 You shall promptly notify us of any request or demand for any undue financial or other advantage of any kind received by you in the performance of the contract between us.

## 14 Anti-slavery

- 14.1 You shall comply with (and use best endeavours to ensure that your supply chain complies with) all applicable anti-slavery and human trafficking laws, regulations and official guidance, including the Modern Slavery Act 2015.

## 15 Force majeure

- 15.1 Neither party shall be in breach of the contract between us or liable for any delay or failure to perform any of its obligations if such delay or failure results from an event or circumstance beyond its reasonable control.
- 15.2 The party not affected may terminate the contract if the delay or non-performance continues for more than 14 days.



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## 16 Confidentiality

- 16.1 If either party receives, as a result of the contract between us, information relating to the other which a reasonable business person would consider to be confidential, that party shall keep such information confidential and shall not without the consent of the other party:
- a use the information except for the purpose of performing its rights and obligations under the contract; or
  - b (except as required by law) disclose such information to any third party other than, on a confidential basis, your professional advisors or insurers.
- 16.2 To enable compliance with the Freedom of Information Act 2000, LG reserves the right to disclose information about this Contract pursuant to a valid request for information.
- 16.3 The Supplier hereby gives consent for LG to publish the Contract in its entirety to the general public.
- 16.4 The Supplier shall not disclose any information relating to the Contract or LG's activities without the prior written consent of LG, which shall not be unreasonably withheld. Such consent shall not be required where the information is already in the public domain, is in the possession of the Supplier without restriction as to its disclosure, or is received from a third party who lawfully acquired it and is under no obligation restricting its disclosure.

## 17 Audit

You shall allow us (and our auditors or advisors) to access your relevant records, systems, employees or agents, and those of your sub-contractors, as we may reasonably be required to do so in order to fulfil any legally enforceable request by any regulatory body or to ensure compliance with this contract or any of our corporate policies.

## 18 Subcontracting

- 18.1 Except as provided by law, you may not assign, transfer, charge, sub-contract or deal in any other way with your rights or obligations under the Contract between us without our prior written consent.
- 18.2 We shall not unreasonably withhold consent to a request by you to sub-contract appropriate parts of your obligations under the Contract but may impose reasonable conditions before giving such consent.

## 19 Variation

- 19.1 The contract may only be varied by written agreement between you and us.
- 19.2 Save for the persons mentioned in paragraph (who may enforce that paragraph), only you and we have any right to enforce the contract between us. The consent of any third party shall not be required for the variation or rescission of the contract.

## 20 Loss or damage

- 20.1 The Supplier shall, without delay and at the Supplier's own expense, reinstate, replace or make good to the satisfaction of LG, or if LG agrees, compensate LG, for any loss or damage connected with the performance of the contract except to the extent that such loss or damage is caused by the neglect or default of LG. "Loss or damage" includes but is not limited to: loss or damage to property; personal injury; sickness or death; and loss of profits or loss of use suffered as a result of any loss or damage.

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## 21 Notices

- 21.1 A notice may be served: by delivery to the Supplier; by sending it by email or facsimile to the Supplier; or by ordinary first class post to the Supplier's last known place of business or registered office. A notice shall be deemed served at the time of delivery, after four hours for an email or facsimile, or on the second working day after posting.

## 22 Dispute resolution

- 22.1 In the event of dispute, the parties shall negotiate in good faith to reach a solution. If they do not reach a solution within one month LG may refer the dispute to mediation. During the dispute the Supplier shall at LG's discretion continue to perform the Contract with all due diligence.
- 22.2 Settlement of any dispute will in no way constitute a material variation to the Contract

## 23 Law and jurisdiction

- 23.1 The Contract between us, and any dispute or claim under it or in connection with the Services or Goods shall be governed by the law of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.





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