



FLAGSHIP GROUP TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS

“Confidential Information”	means all and any information of whatever nature disclosed at any time by either of us by any means which is either identified as confidential or proprietary or which should be reasonably understood to be confidential or proprietary in nature;
“Contract”	means each contract for the sale and purchase of Goods and the supply of Services on these Conditions;
“Data Protection Legislation”	means the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.
“Data Protection Losses”	means all direct and indirect liabilities and other amounts, including all: <ul style="list-style-type: none">a) costs (including legal costs), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses and damages (including relating to material or non-material damage);b) loss or damage to reputation, brand or goodwill;c) to the extent permitted by Applicable Law:<ul style="list-style-type: none">i. administrative fines, penalties, sanctions, liabilities or other remedies imposed by any supervisory authority;ii. compensation paid to a data subject (including compensation to protect goodwill and ex gratia payments); andiii. costs of compliance with investigations by any supervisory authority;d) any consequential losses or loss of profit; ande) any loss or corruption of Personal Data (including the costs of rectification or restoration of Personal Data.
“Flagship”	means Flagship Housing Group Ltd (and any subsidiary company) a charitable Industrial and Provident Society registered with the Financial Services Authority (Reg. No. 31211R);
“Goods”	means the goods (including any instalment, component, part of or raw materials used in such goods) described in an Order;
“Order”	means our properly detailed and authorised purchase order for Goods and/or Services;
“Personal Data”	means personal data as defined in the Data Protection Legislation.
“Public Contracts Directive”	means Directive 2014/24/EU of the European Parliament and of the Council
“Regulations”	means The Public Contract Regulations 2015, as amended;
“Services”	means the services (if any) described in an Order;
“Supplier”	means the person, group, organisation, firm or company to whom the order is addressed;
“TFEU”	means the Treaty on the Functioning of the European Union;
“the Treaties”	means the Treaty on European Union.

2. BASIS OF PURCHASE

- 2.1. Our, Flagship, Order constitutes an offer by us to buy the Goods and/or the Services subject to these Conditions. Any offer and/or acceptance of an Order by you, the Supplier, shall be deemed to constitute an agreement to comply with these Conditions.
- 2.2. These Conditions shall apply to each Purchase Order to the exclusion of any other terms and conditions, unless expressly agreed in an alternative properly executed contract between the parties.
- 2.3. No variation to an Order or these Conditions shall be binding unless agreed in writing by our authorised representative.

3. SPECIFICATIONS AND EQUIPMENT

- 3.1. The quantity, quality and description of the Goods and the Services shall be as specified in our Order and/or in any specification supplied.
- 3.2. Any specification, drawings and the like produced or supplied together with the copyright, design rights and any intellectual property rights shall be our exclusive property.
- 3.3. Goods made to our specification shall not be manufactured for or supplied to any other party.
- 3.4. We shall be entitled to inspect and test the Goods during manufacture, processing or storage prior to despatch, without relieving you of your obligations.
- 3.5. You shall comply with all applicable regulations and legal requirements concerning the manufacture, packaging, labelling, packing and delivery of the Goods and the performance of the Services.
- 3.6. Workmanship and materials supplied are to be in accordance with the standard laid down in the National House Builders Council requirements for the design and construction of dwellings. You are hereby deemed to have knowledge of these requirements.
- 3.7. All equipment paid for or provided by us shall be and remain our property and must be returned to us in good condition upon request and shall not be used for any purpose other than completion of the Order.

4. PRICE

- 4.1. The price of the Goods and the Services shall be as stated in the Order and, unless otherwise so stated, shall be exclusive of any applicable VAT and inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery.
- 4.2. No increase in the price may be made for any reason without our prior written consent by an authorised person at Flagship.

5. INFORMATION

- 5.1. You shall provide to us on request such information about the Goods and any components, parts or raw materials used in manufacturing the Goods as we consider necessary including information relating to possible risks to health and safety and environment.

6. PAYMENT

- 6.1. We shall pay the price of the Goods and the Services within 30 days after receipt by us of a valid, proper and undisputed invoice or, if later, after acceptance of the Goods or Services in question. Invoices shall clearly state our order number, contract title, delivery note number and date.
- 6.2. Any invoices submitted by the Supplier shall be considered and verified by us in a timely fashion and any undue delay in doing so is not to be sufficient justification for failing to regard an invoice as valid and undisputed.

- 6.3. Any subcontract awarded by the Supplier must contain suitable provisions to impose, as between the parties to the subcontract:
- 6.3.1. Requirements to the same effect as those in clauses 6.1 and 6.2; and
 - 6.3.2. A requirement for the subcontractor to include in any subcontract which it in turn awards suitable provisions to imposes, as between the parties to that subcontract, requirements to the same effect as those required by this clause **6.3.**
 - 6.3.3. We may set off against the price any sums owed to us by you.

7. DELIVERY

- 7.1. Delivery shall be deemed to be made on receipt on site of the Goods and/or Services by us in our normal business hours in accordance with the terms of the Contract. Upon delivery Goods shall be checked and signed for by an authorised company representative, a copy of the delivery note shall be retained by us. We reserve the right to refuse payment unless such signature is obtained to prove receipts.
- 7.2. Duplicate delivery notes quoting our order number must accompany each delivery.
- 7.3. Time of delivery of the goods and of performance of the Services is of the essence. The supplier shall be responsible for keeping Flagship informed of any changes to the delivery requirements stated on the purchase order.
- 7.4. We shall not be liable for any goods supplied without an official order number bearing a legible signature of an authorised Flagship employee, or an automated order transmitted by Flagship's Purchase to Pay system.
- 7.5. Delivery or performance by instalments is not accepted by us unless previously agreed in writing. If Goods are to be delivered or Services are to be performed by instalments, the Contract will be treated as a single contract and not severable.
- 7.6. The supplier and/or subcontractor shall be responsible for offloading and safe stacking of all delivered goods to Flagship.
- 7.7. All employees of the supplier and/or subcontractors shall comply with any site regulations as identified by safety signage and site manager's instructions and wear any safety equipment as instructed by the site managers.

8. ACCEPTANCE

- 8.1. We shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted them until we have had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect has become apparent.

9. RISK AND PROPERTY

- 9.1. Risk of damage to or loss of the Goods shall pass to us on delivery in accordance with the Contract.
- 9.2. Ownership of the Goods shall pass to us on delivery, or if earlier, when payment for the Goods is made.

10. COMPLIANCE

- 10.1. The supplier and/or subcontractor shall comply with all applicable regulations and other legal requirements concerning the manufacture, packaging, labelling, packing and delivery of the Goods and performance of the Services and concerning hazardous substances.

11. WARRANTIES

- 11.1. You warrant to us that you are fully qualified, financed and organised to perform the Contract and that the Goods:-

- 11.1.1. will be of satisfactory quality and fit for any purpose declared by you or made known to you;
- 11.1.2. will be free from defects in design, material and workmanship;
- 11.1.3. will correspond with any relevant specification or sample; and
- 11.1.4. will comply with all statutory requirements, regulations and EU regulations relating to the manufacture and sale of the Goods, product safety, packaging, labelling and hazardous substances (including the appropriate British Standard or equivalent specification unless otherwise agreed).

11.2. You warrant to us that the Services:

- 11.2.1. will be performed by appropriately trained and qualified personnel, with due care and diligence; and
- 11.2.2. will comply with all statutory requirements, regulations and EU regulations relating to the performance of the Services.

12. CERTAIN RIGHTS AND REMEDIES ON DEFAULT

- 12.1. Each of our rights or remedies is without prejudice to any other right or remedy.
- 12.2. If Goods are not delivered or Services are not performed on the due date then we shall be entitled to cancel the Order (or any part) without liability and purchase substitute items or services elsewhere and recover from you any loss or additional costs incurred.
- 12.3. If any Goods or Services are not supplied or performed in accordance with the Contract, then we shall be entitled:-
 - 12.3.1. to require you to repair the Goods or to supply replacement Goods or Services in accordance with the Contract within seven days; or
 - 12.3.2. whether or not we have previously required you to repair the Goods or to supply replacement Goods or Services, to treat the Contract as discharged by your breach and require the repayment of any part of the price already paid.

13. INDEMNITY

- 13.1. You shall indemnify us in full against all liabilities, losses (whether direct or indirect and including loss of profits and expenses (including legal expenses)) awarded against or incurred by us as a result of or in connection with:-
 - 13.1.1. breach of any warranty relating to the Goods or the Services;
 - 13.1.2. any claim that the Goods infringe the intellectual property rights of any person, except to the extent that the claim arises from compliance with our specification;
 - 13.1.3. any claim made against us in respect of any breach or alleged breach by us of any statutory provision, regulation or other rule of law arising from your acts or omissions or those of your employees, agents or subcontractors;
 - 13.1.4. any liability under the Consumer Protection Act 1987, the General Product Safety Regulations 1994 and under regulations relating to hazardous substances or under the Environmental Protection Act 1990 in respect of the Goods and/or the Services;
 - 13.1.5. any act or omission of you or your employees, agents or sub-contractors in supplying, delivering and installing the Goods and in performing the Services, including any injury, loss or damage to persons caused or contributed to by the negligence of you, your employees, agents or subcontractors or by faulty design, workmanship or materials; and



- 13.1.6. any breach of any Flagship tenancy agreement caused by your breach of these Conditions of Purchase.

14. FORCE MAJEURE

- 14.1. Neither you nor us shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of our respective obligations if the delay or failure was beyond our reasonable control.

15. DISPUTE RESOLUTION

- 15.1. Each of us will use our reasonable efforts to negotiate in good faith and settle any major or material dispute that may arise out of or relate to the Contract. If any such dispute cannot be settled amicably through ordinary negotiations by the respective representatives, the dispute shall be referred to the senior representatives nominated by our respective chief executives/managing directors who will meet in good faith in order to try and resolve the dispute.
- 15.2. If the dispute or difference is not resolved as a result of such meetings either of us may (at such meeting or within ten (10) days of its conclusion) propose to the other in writing that structured negotiations be entered into with the assistance of a neutral adviser or mediator ("the Adviser") before resorting to litigation with costs shared equally.
- 15.3. If we fail to reach agreement in the structured negotiations within twenty one (21) days of the Adviser being appointed, either of us may then refer any dispute to litigation.

16. TERMINATION

- 16.1. We shall be entitled to cancel Orders in respect of all or part only of the Goods and/or the Services by giving notice at any time prior to delivery or performance without incurring any liability to you other than to pay for Goods and/or Services already delivered, specifically manufactured for us or performed at the time of such notice.
- 16.2. We shall be entitled to terminate the Contract without liability to you and reserving all rights by giving notice to you at any time if:-
 - 16.2.1. the works are affected in any way by strikes, lock outs, war risks, or any cause which interfere with the progress of the works;
 - 16.2.2. you are in material breach of any of your obligations and that breach can not be remedied;
 - 16.2.3. you are in material breach of any of your obligations and that breach can be remedied but you fail to do so within 30 days starting on the day after receipt of notice from us;
 - 16.2.4. you commit more than one breach of any of your obligations and the cumulative effect of such breaches is that we reasonably believe that you will continue to deliver a substandard performance over the one month period immediately after the service of notice specified in Condition 16.2.3;
 - 16.2.5. you make any voluntary arrangement with your creditors or become subject to an administration order or go into liquidation or bankruptcy or an encumbrancer takes possession or a receiver is appointed, of any of your property or assets;
 - 16.2.6. we reasonably believe that any of the events mentioned above is about to occur and we notify you accordingly;
 - 16.2.7. you have failed to meet performance targets or Service Level Agreements (SLAs) previously agreed between us and have failed to reach the required standard within 2 months of receiving notice from us that you have failed to meet such performance targets;

- 16.2.8. the Contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with regulation 72(9) of the Regulations;
 - 16.2.9. the Supplier has, at the time of contract award, been in one of the situations referred to in regulation 57(1), including as a result of the application of regulation 57(2), of the Regulations and should therefore have been excluded from the procurement procedure; or
 - 16.2.10. the Contract should not have been awarded to the Supplier in view of a serious infringement of the obligations under the Treaties and the Public Contracts Directive that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of TFEU.
- 16.3. If delivery is incomplete then we may accept or reject the Goods or Services delivered or performed and cancel or vary the balance of the Order.

17. CONFIDENTIALITY

- 17.1. All information supplied to you at any time is and remains our property and must be returned on request and shall be regarded as confidential.
- 17.2. Each of us agrees not at any time to divulge or allow to be divulged to any person any Confidential Information relating to the business or affairs of the other except as permitted by law or with the other's consent.

18. DATA PROTECTION

- 18.1. You agree that you will comply with all applicable requirements of the Data Protection Legislation and you will only process that Personal Data strictly in accordance with our instructions.
- 18.2. Each of us acknowledge that for the purposes of Data Protection Legislation, we are data controller and you are the data processor (where Data Controller and Data Processor have the meaning defined in the Data Protection Legislation).
- 18.3. Without prejudice to the generality of Clause 18.1, you shall, in relation to any Personal Data processed in connection with the performance by you of your obligations under the Contract:
 - 18.3.1. ensure that you have in place appropriate technical and organisational measures, details of which shall be made available as reasonably required by us from time to time, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its 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 technical and organisational measures adopted by you)
 - 18.3.2. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - 18.3.3. not transfer any Personal Data outside of the European Economic Area unless you have obtained a prior written consent from us;
 - 18.3.4. assist us (at your own cost unless agreed otherwise in writing by us) in responding to any request from a data subject and in ensuring compliance with your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;



18.3.5. notify us without undue delay and in any event with 24 hours, on becoming aware of a Personal Data breach.

18.4. We do not consent to you appointing any third party processor of Personal Data under the Contract without our prior written consent.

18.5. You shall indemnify and keep us indemnified in respect of all Data Protection Losses suffered or incurred by, awarded against or agreed to be paid by us arising from or in connection with any breach by you of any of your obligations under Clause 18.

19. GENERAL

19.1. Orders are personal to you and you shall not transfer, assign, charge, dispose of or deal in any manner or purport to do the same with any of your rights or beneficial interests.

19.2. You shall not sub-contract any of your obligations under the Contract.

19.3. Any waiver by us of any breach is not a waiver of any subsequent breach.

19.4. Failure or delay by us in enforcing or partially enforcing any provision of the Contract is not a waiver of any of our rights.

19.5. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the remainder shall not be affected.

19.6. You shall at all times maintain adequate insurance cover with a reputable insurer against your liability under the Contract and produce the policy and latest premium receipt to us on demand.

19.7. The Contract shall be subject to English law and to the exclusive jurisdiction of the English courts.

19.8. The Contract does not create, confer or purport to confer any benefit or right enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999.

20. ANTI-SLAVERY AND HUMAN TRAFFICKING

20.1. You will comply with our modern slavery policy which is to ensure that there is no slavery, servitude, forced and compulsory and human trafficking in our supply chains. You will notify us of any modern slavery issues in your supply chains as soon as you become aware of them.