

DATED _____ 2019

Accent Housing Limited

and

AGREEMENT

For the Provision of Commercial Property Valuation Services

This Agreement is made on the _____ 2019

Background

The Customer has invited requests for quotations (RfQ's) for the provision Commercial Valuation Services and the Supplier has submitted a quotation in respect thereof. The Customer now wishes the Supplier to supply Services at the Premises from the Commencement date, all of which terms are defined below. This agreement between the Supplier and the Customer shall include these introductory pages, the terms and conditions printed below, and the RFQ submission ("**Contract**"). In the event of any conflict between any elements of the Contract the different elements shall, to the extent of such conflict, take precedence in the order specified in clause 12.2 of the terms and conditions.

Contract Particulars

"The Supplier "	
Registered Office Address	
Main Office	
Telephone	
Fax	
Email	

"The Customer "	Accent Housing Limited, a "registered society" under the Co-operative & Community Benefit Societies Act 2014, registration number 19229R
Registered Office Address	<i>Charlestown House, Acorn Park Industrial Estate, Shipley, West Yorkshire, BD17 7SW</i>
Telephone	
Fax	01274 809 189
Email	
Contract Ref	

" Premises "	The address(es) at which the Services are to be delivered; Accent Housing Ltd, Charlestown House, Acorn Park Industrial Estate, Charlestown, Baildon, BD17 7SW & other Accent regional offices on occasion.
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"Services"	The services to be provided by the Supplier, as set out within Accents RFQ
"Charges"	The charges to be paid by the Customer for the Services as described in the RFQ Supplier Submission - Pricing model attached to this agreement.

"Commencement Date"	The date when the Supplier will start supplying the Services to the Customer, being 14/02/2019
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"Term"	The term of this agreement, being the completion of the final submission valuation report, commencing on the Commencement Date. To be completed within one month of instruction.
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This agreement has been entered into on the date stated at the beginning of it.

Signed, and on behalf of the Supplier	
Signature	
Print Name	
Job Title	
Date	

Signed, and on behalf of the Customer	
Signature	
Print Name	
Job Title	
Date	

TERMS AND CONDITIONS FOR SUPPLY OF SERVICES

1. DEFINITIONS & INTERPRETATION

- 1.1 Definitions.** In these Conditions, the following definitions apply in addition to any terms defined on the Contract Particulars:

Agents shall mean any Professional Advisor such as but not limited to a VAT Consultant, Solicitor or Architect

Authorised Representative	shall mean the Customer's appointed Officer.
Business Day	shall mean a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.
Business Hours	shall mean between the hours of 09:00 and 17:00 on any Business Day;
Change in Law	shall mean any change in Law, which impacts on the performance of the Services which comes into force after the Effective Date;
Charges	shall mean the charges to be paid by the Customer for the Services as described in Schedule 2 to this agreement or as otherwise notified by the Customer to the Supplier in writing.
Commencement Date	shall mean the date when the Supplier will start providing the Services
Completion	shall mean the supplier to complete all the services and supply all the services/goods to the Customer's satisfaction within the completion period.
Conditions	shall mean the terms and conditions set out in this document as amended from time to time in accordance with Clause 12.9.
Confidential Information	shall mean all Personal Data and any information, however it is conveyed, that relates to the business, affairs, development, trade secrets, know-how, personnel and Residents/Contractors of the Customer, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably to be considered confidential, as set out in this document as amended from time to time in accordance with Clause 9.
Conflict of Interest	shall mean any actual or potential conflict of interests between the personal or pecuniary interests of two or more Parties to this Contract;
Customer	shall mean Accent Housing Ltd
Customer Materials	shall mean the Clause 2.4.9.
Deductions	shall mean those amounts to be deducted from the Charges as set out in the Performance and Payment Mechanism;
Deliverables	shall mean all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
Emergency	shall mean an event causing or, in the reasonable opinion of a Party, threatening to cause death or injury to any individual, or serious disruption to the lives of a number of people or extensive damage to property, or contamination of the environment in each case on a scale beyond the capacity of the emergency services, or preventing the Services operating under normal circumstances and requiring the mobilisation and organisation of the emergency services;

Force Majeure Event	shall mean any cause affecting the performance by a party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control, being acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or Regulatory Bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Provider or any other failure in the Provider's (or any Sub-Contractor's) supply chain;
Future Supplier	shall mean following expiry or termination of this contract.
General Change in law	shall mean a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Provider) or which affects or relates to a comparable supply of similar services to a third party;
Good Industry Practice	shall mean that degree of skill, care, prudence and foresight and operating practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced operator (engaged in the same type of undertaking as that of the Provider) under the same or similar circumstances;
Intellectual Property Rights	shall mean all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
Law	shall mean any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or statute, bye-law, regulation, order, rule of Court or directives or requirements of any competent Council, delegated or subordinate legislation;
LED	shall mean Law Enforcement Directive (Directive (SU) 2016/680)
Losses	shall mean 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);
Material Breach	shall mean a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from a substantial portion of this Contract. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding;
Premises	shall mean the address at which the Services are to be delivered, as set out in Schedule 1, within the RFQ to this agreement or as otherwise notified by the Customer to the Supplier in writing.

Relevant Requirements	shall mean all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
Service Delivery Proposals	shall mean those proposals set out in the Supplier's RFQ;
Service Users	shall mean individuals receiving all or part of the Services directly from the Supplier;
Services	shall mean the services to be provided by the Supplier, as set out within the Schedule 2 of the RFQ to this agreement or as otherwise notified by the Customer to the Supplier in writing
Specific Change in law	shall mean a Change in Law that relates specifically to the business of Accent and which would not affect a comparable supply of similar services to a third party;
Specification	shall mean the description of or specification for the Services agreed in writing by the Customer and the Supplier.
Sub-Contract	shall mean any contract entered into with the Customer prior written consent by the Supplier with a third party for the provision of any of the Services or goods or equipment in relation to the Services;
Sub-Contractor Personnel	shall means all employees, workers, staff, agents and consultants of the Sub-Contractor engaged in the provision of the Services at any time; and
Supplier	shall mean an organisation/company/person that provides good or services which satisfies the needs of the Customer.
Supplier Personnel	shall mean all directors, officers, employees, agents, consultants and contractors of the Contractor and/or any Sub-Contractors engaged in the performance of its obligations under this Agreement.
Supplier's Quotation Submission	shall mean the RFQ submitted in response to the Specification and attached
Supplier's Warranted Data	shall mean the data supplied by the Provider;
Term	shall mean the term of this agreement, being 5 weeks from the Commencement Date for completion of all services and goods.
Termination Date	shall means the date on which this Contract expires at the end of the Term

In this contract, unless the context otherwise requires:

- 1.2 headings and sub-headings are for ease of reference only and shall not be taken into account in the interpretation or construction of this Contract;
- 1.3 all references to clauses and Schedules are references to the clauses of and the Schedules to this Contract unless otherwise stated;
- 1.4 the Schedules form part of this Contract;
- 1.5 all references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, documents or other instrument as amended, supplemented, substituted, novated or assigned from time to time;
- 1.6 all references to any statutory provision shall include references to any statute or statutory provisions which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and shall include any orders, regulations, codes of practice, instruments or other sub-ordinate legislation made under the relevant statute or statutory provision;
- 1.7 words importing the singular include the plural and vice versa;
- 1.8 words importing a gender include all genders;
- 1.9 "person" includes an individual, partnership, forum, trust, body corporate, government, governmental body, authority, agency or unincorporated body of persons or association;

- 1.10 the words "include" and "including" are to be construed without limitation and the rule of construction known as ejusdem generis shall not apply to this Contract;
- 1.11 references to Sub-Contractors shall be to Sub-Contractors of any tier;
- 1.12 any obligation on a party to do any act, matter or thing includes, unless expressly stated otherwise, an obligation to procure that it is done; and
- 1.13 subject to any express provisions of this Contract to the contrary, the obligations of any party are to be performed at that party's own expense.

2 SUPPLY OF SERVICES

- 2.1 The Supplier shall from the Commencement Date and for the Term provide the Services to the Customer at the Premises in accordance with these Conditions and any other documents forming part of the Contract (the order of precedence of which shall be determined in accordance with the provisions of clause 12.2).
- 2.2 No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of order, specification or similar document shall form part of the contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.
- 2.3 The Supplier shall meet any performance dates for the Services notified to the Supplier by the Customer.
- 2.4 In providing the Services, the Supplier shall:
 - 2.4.1 co-operate with the Customer and where appropriate the Customer's Agents, in all matters relating to the Services, and comply with all instructions of the Customer;
 - 2.4.2 perform the Services with the best care, skill and diligence and in accordance with best practice in the Supplier's industry, profession or trade;
 - 2.4.3 use personnel who are suitably accredited, qualified, skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
 - 2.4.4 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Specification, and that the Deliverables shall be fit for any purpose, express or implied, made known to the Supplier by the Customer;
 - 2.4.5 provide all equipment, tools and vehicles and such other items as required to provide the Services;
 - 2.4.6 use the best practice standards and techniques and ensure that the Deliverables transferred to the Customer, will be free from defects in workmanship and design;
 - 2.4.7 obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations in force;
 - 2.4.8 observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;
 - 2.4.9 hold all materials, drawings, specifications and data supplied by the Customer to the Supplier ("**Customer Materials**") in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose of or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation; and
 - 2.4.10 not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services.
- 2.5 The Supplier represents and warrants that neither the Supplier nor any of its officers, employees or other persons associated with it:
 - 2.5.1 has been convicted of any offence involving slavery or human trafficking; and
 - 2.5.2 has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 2.6 The Supplier shall implement and maintain due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains to ensure that there is no slavery or human trafficking in its supply chains and shall prepare and deliver to the Customer, by each anniversary of the Commencement Date, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

3 CUSTOMER REMEDIES

- 3.1 If the Supplier fails to perform the Services by the applicable dates pursuant to Clause 2.3 or fully in accordance with the provisions of Clause 2.4, the Customer shall, without limiting its other rights or remedies, have one or more of the following rights:
 - 3.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 3.1.2 to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - 3.1.3 to recover from the Supplier any costs properly incurred by the Customer in obtaining substitute services from a third party;
 - 3.1.4 where the Customer has paid in advance for Services that have not been provided by the Supplier, to have such sums refunded by the Supplier; or
 - 3.1.5 to claim damages for any other costs, loss or expenses properly incurred by the Customer which are in any way attributable to the Supplier's failure to comply with Clauses 2.3 or 2.4.
- 3.2 The Customer's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

4 CUSTOMER'S OBLIGATIONS

- 4.1 The Customer shall:
 - 4.1.1 provide the Supplier with reasonable access at reasonable times and on reasonable notice to the Customer's premises for the purpose of providing the Services; and
 - 4.1.2 provide such information to the Supplier as the Supplier may reasonably request and the Customer considers reasonably necessary for the purpose of providing the Services.

5 CHARGES AND PAYMENT

- 5.1 The Charges shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 The Supplier shall invoice the Customer on completion of the service. The invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including but not limited to any relevant purchase order number.
- 5.3 In consideration of the supply of the Services by the Supplier, the Customer shall pay correctly-rendered invoices by the 25th day of the month following the month in which the invoice was received (and, if not a working day, the next working day following the 25th). Payment shall be made to the bank account nominated in writing by the Supplier.
- 5.4 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer 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 Services at the same time as payment is due for the supply of the Services.
- 5.5 If the Customer fails to pay any amount properly due and payable by it under the Contract, the Supplier shall have the right to charge interest on the overdue amount at the rate of four per cent (4%) per annum above the base rate for the time being of Barclay's Bank Plc accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments that the Customer disputes in good faith.
- 5.6 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services and shall allow the Customer or its authorised representatives to inspect such records at all reasonable times on request.
- 5.7 The Customer may, without limiting its other rights or remedies, set off any amount owed to it by the Supplier against any amount payable by the Customer to the Supplier.

6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 In respect of any goods/services that are transferred to the Customer under this Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it

has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Customer, it will have full and unrestricted rights to transfer all such items to the Customer.

6.2 The Supplier assigns to the Customer, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables.

6.3 All Customer Materials are the exclusive property of the Customer.

7 INDEMNITY

7.1 The Supplier shall keep the Customer indemnified in full (up to £1,000,000) against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, penalties, legal and other professional fees and expenses awarded against or incurred or paid by the Customer as a result of or in connection with:

7.1.1 any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the receipt, use or supply of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

7.1.2 any claim made against the Customer by a third party arising out of, or in connection with, the supply 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 subcontractors; and

7.1.3 This Clause 7.1 shall survive termination or expiry of the Contract.

7.2 The Customer's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

8 INSURANCE

During the term of the Contract and for a period of 12 months thereafter, the Supplier shall maintain in force with a reputable insurance company, professional indemnity to cover such heads of liability as may arise under or in connection with the Contract and shall on the Customer's request produce the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

9 CONFIDENTIAL INFORMATION

9.1 A party ("**receiving party**") shall keep in strict confidence all technical or commercial know-how, Specifications, inventions, processes or initiatives which are disclosed to, or otherwise obtained by, the receiving party by the other party ("**disclosing party**"), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products or its services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents or subcontractors who need to know the same for discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors shall keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose confidential information to the extent it is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

9.2 The Supplier indemnifies and shall keep indemnified Accent against any loss or damage incurred by Accent arising from the Supplier's breach of clause 9.1 or as a result of any acts or omissions.

10 TERMINATION

10.1 This Agreement shall take effect on the Commencement Date and shall continue until terminated in accordance with its terms.

10.2 In the event that the Supplier is in breach of any of its obligations under the Agreement or is otherwise unable to perform any of its obligations as a result of any other act or relevant omission of the Supplier, Accent shall be entitled to consider it a material breach of this Agreement and be entitled to terminate this Agreement if after written notice to the Supplier to

remedy the breach or fulfil its obligations herein the Supplier fails to do so within 7 Days of such notice.

- 10.3 The Customer may terminate the Contract in whole or in part at any time by giving 2 weeks' written notice, whereupon the Supplier shall discontinue all work on the Contract. The Customer shall pay the Supplier fair and reasonable compensation for work-in-progress at the time of termination, but such compensation shall not include loss of anticipated profits or any indirect or consequential loss.

11 CONSEQUENCES OF TERMINATION

- 11.1 On termination or expiry of the Contract for any reason:
- 11.1.1 The Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, and return all Customer Materials. If the Supplier fails to do so, then the Customer may 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;
- 11.1.2 The accrued rights, remedies, obligations and liabilities of the parties as at termination or expiry 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; and
- 11.1.3 clauses which expressly or by implication have effect after termination or expiry shall continue in full force and effect.

12 GENERAL

- 12.1 **Entire agreement.** This Contract (comprising the introductory pages, these Conditions and the Schedules) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter (save that any terms or conditions proposed in writing by the Customer and accepted by the Supplier as part of any appointment process shall also be deemed incorporated). No terms that the Supplier seeks to impose or incorporate, or which may be implied by trade, custom, practice or course of dealing, shall form part of the Contract.
- 12.2 **Conflict.** To the extent of any conflict between the terms of any documents forming the Contract, the following order of precedence shall prevail:
- 12.2.1 introductory pages to this Contract;
 - 12.2.2 these Conditions;
 - 12.2.3 Schedule 1 (RFQ)
 - 12.2.4 other Schedules.
- 12.3 **Assignment**
This Agreement shall be binding upon and inure for the benefit of the successors of the parties but the parties shall not be entitled to assign any rights or obligations under this Agreement without the prior written consent of the other (such consent not to be unreasonably withheld or delayed) provided that no such consent shall be required in the case of an assignment by Accent to any of its subsidiaries.
- 12.4 **Notices.**
Any notice to be given hereunder by either party to the other shall be in writing and delivered personally sent by prepaid 1st Class, recorded delivery or registered post to the addressee's registered office and shall be deemed to have been received if delivered personally at the time of receipt, if sent by post at the expiration of 72 Hours after being placed in the post (having been correctly addressed).
- 12.5 **Severance.** This Agreement is severable in that if any provision is determined to be illegal or unenforceable by any Court of competent jurisdiction such provision shall be deemed to have been deleted without affecting the remaining provisions of this Agreement.
- 12.6 **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.
- 12.7 **Waiver.** A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a

waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

- 12.8 Third party rights.** Notwithstanding any other provision in this agreement, a person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 (the "Act") to rely upon or enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Act.
- 12.9 Variation.** Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Customer.
- 12.10 Governing law and jurisdiction.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.