ORDER FORM (WORKS)

Date	**Commercial Order No.** **Cost Code.**

To:

Name:

Address

Telephone :

Fax:

Email:

(the Contractor)

From:

Unitas Stoke-on-Trent Ltd (company registered number 10669801) whose registered office is at Civic Centre, Glebe Street, Stoke-on-Trent, United Kingdom ST4 1HH (the **Employer**)

In accordance with the terms and conditions attached to this Order (the Order Terms), the Employer requests the Contractor to carry out the Works specified below on the terms set out below.

Details of the Property and any relevant access information: 28 Westport Road, Burslem, ST6 4AW

Brief details of the Works required:

Single storey extension at a private property within the boundaries of Stoke on Trent - extension contains bathroom & bedroom. Works to be carried out as per drawing reference 2459/20/03A

[(Greater detail of the Works are set out in Appendix 2)][1].

The date or dates for commencement of the Works

The date for commencement of the Works is:

……

The date or dates for completion of the Works

1. The date for completion of the Works is:
   ……
2. Where the Works are divided into stages/sections, the dates for completion for individual stages/sections are as follows:

Stage/section no.	**Details of stage/section**	**Date for completion**

Fee:

The Fee for the performance of the Works is approx. £ plus VAT

No payment shall be made for additional works or expenses undertaken or incurred by the Contractor without the prior approval of the Employer.

Insurances required:

The Contractor shall maintain the following insurances[2]

Employers Liability £5m Public Liability £5m

[1] Delete appendix 2 if not used

[2] If the insurance levels in the standard Order Terms are not appropriate for the individual Order include Order-specific arrangements here.

Order Terms

The Order Terms are incorporated into and form part of this Order as if set out in full in this Order Form. The execution of this Order Form by the parties constitutes a binding contract between the Employer and the Contractor for the provision of the Works in accordance with the following documents (which shall have the following priority):

1. this Order Form (including the Appendices);
2. the Order Terms; and
3. any other documents attached to and/or referred to in this Order Form.

Executed under hand by:

UNITAS STOKE-ON-TRENT LTD acting by:

[Authorised signatory]:

……

the presence of

Signature: .....

Name of witness: .....

Address: Alton House, Cromer Road .....

Northwood .....

Stoke on Trent ST1 6AY .....

Occupation of witness: Quantity Surveyor .....

[CONTRACTOR] acting by:

[Authorised signatory] / [Director]:

……

[Authorised signatory] / [Director/Company Secretary]:

……

APPENDIX 1 – DATA PROCESSING

This Appendix includes certain details of the Processing of Personal Data as required by the Data Protection Legislation.

1 THE SUBJECT-MATTER, DURATION, NATURE AND PURPOSE OF THE PROCESSING

1.1 The subject-matter and duration of the Processing of Personal Data in accordance with this Order shall consist of:

1.1.1 Contact details for Unitas or Stoke on Trent City Council officers responsible for issuing orders or allocating works

1.2 The nature and purpose of the Processing of Personal Data in accordance with this Order shall consist of:

1.2.1 Names and/or contact details of persons in order to gain access to the relant properties where works are to be carried out

2 THE TYPES OF PERSONAL DATA TO BE PROCESSED

2.1 The types of Personal Data that shall be processed in accordance with this Order will be:

2.1.1 Names and contact telephone numbers of Unitas or Stoke on Trent offices or those of their tenants/agents

2.2 The types of Special Categories of Personal Data that shall be processed in accordance with this Order will be:

2.2.1 No specific category of personal data shall be shared

3 CATEGORIES OF DATA SUBJECTS TO WHOM PERSONAL DATA RELATES

3.1 The categories of individuals whose Personal Data is Processed in accordance with this Order will be:

3.1.1 Officers of Unitas, Stoke on Trent City Council or their tenants/agents

ALL PERSONAL DATA MUST BE DESTROYED/DELETED UPON COMPLETION OF THE SUBCONTRACT WORKS

APPENDIX 2 – ADDITIONAL PROPERTY AND ACCESS REQUIREMENTS

APPENDIX 3 – ADDITIONAL DETAILS OF WORKS

ORDER TERMS

1. NATURE OF AGREEMENT

1.1. These terms and conditions (the "**Order Terms**") and any Order Form issued to the Contractor by the Employer from time to time shall together form the Agreement for the provision of the Works (the "**Order**") and, for the avoidance of doubt, in the event of any conflict between the terms set out in these Order Terms and the terms of any Order Form, the Order Form shall take precedence.

1.2. The relationship of the Contractor to the Employer will be that of independent contractor and nothing in this Order shall render the Contractor an employee, worker, agent or partner of the Employer and the Contractor shall not hold itself out as such.

2. APPOINTMENT

2.1 This Order shall commence on the date described in the Order Form (the '**Commencement Date**') and shall continue until the date specified in the Order Form or on termination of this Order, whichever is the earlier unless extended in accordance with clause 2.2.

2.2 The parties may extend the duration of the Order by agreement in writing to alter the date set out in the Order Form for termination of the Order provided that the total value of Works provided pursuant to the Order shall not exceed £50,000 and the duration of the Order shall not exceed four years from the Commencement Date.

3. PAYMENT

3.1. In consideration of the proper provision of the Works in accordance with the terms of this Order, the Contractor shall be paid the Fee in accordance with the Order Form ("the **Fee**"). Unless provided otherwise in the Order Form the Fee is inclusive of all costs, expenses and outlays, but shall be exclusive of VAT.

3.2. For the purposes of the Housing Grants, Construction and Regeneration Act 1996:

3.2.1. Where it is stated in the Order Form that the period for carrying out the Works is to be less than 45 days the Contractor shall submit an invoice **(Application for Payment**) following the date of completion of the Works specifying the sum that Contractor considers will be due at the Due Date and the basis on which that sum is calculated.

3.2.2. Where it is stated in the Order Form that the period for carrying out the Works is to be 45 days or more the Contractor shall submit Applications for Payment at the end of each calendar month during the carrying out of the Works. The Application for Payment shall specify the sum that the Contractor considers will be due at the Due Date and the basis on which that sum is calculated.

3.2.3. In respect of any Application for Payment the Due Date shall be the date of that Application for Payment (the **Due Date**).

3.3. Within five (5) days of the Due Date the Employer shall issue a payment notice in respect of the relevant Application for Payment setting out the sum that the Employer considers to have been due at the Due Date and the basis on which that sum is calculated (a **Payment Notice**). Subject to clauses 3.5 and 3.6 the Employer shall pay the sum set out in the Payment Notice to the Contractor on or before the Final Date for Payment. In the event that the Employer fails to issue a Payment Notice the Employer shall pay the sum set out in the relevant Application for Payment on or before the Final Date for Payment.

3.4. The Final Date for Payment shall be 30 days from the Due Date (the **Final Date for Payment**).

3.5. Subject to compliance with clause 3.6 the Employer may deduct from any payments due to the Contractor under clause 3.2 any sums which may become due to the Employer from the Contractor pursuant to this Order or any other Order.

3.6. Where the Employer intends to pay less than the sum otherwise due it shall give a notice to the Contractor of its intention to do so not less than three (3) days before the Final Date for Payment (a **Pay Less Notice**). The Pay Less Notice must set out the sum which the Employer considers to be due as at the date of the Pay Less Notice and the basis on which that sum is calculated. The sum specified in the Pay Less Notice (if any) shall be paid to the Contractor on or before the Final Date for Payment.

3.7. Where the amount stated in the Payment Notice (or relevant Pay Less Notice if applicable) has not been paid to the Contractor on before the applicable Final Date for Payment the Contractor shall be entitled to simple interest on overdue amounts at a rate of 8.5 per cent for the period from the Final Date for Payment until the date of payment by the Employer. The Contractor and the Employer agree that the provisions in these Order Terms for the payment of interest constitute a substantial remedy for late payment of any sum payable under this Order in accordance with Section 8(2) of the Late Payment of Commercial Debts (Interest) Act 1988.

4. WORKS

4.1. The Contractor will ensure that at all times it will provide the Works to the Employer in accordance with this Order and the Employer's instructions. The Contractor will at all times keep the Employer informed of the progress of matters relating to the provision of the Works and will comply with all reasonable requests for information.

4.2. The Contractor warrants and undertakes to the Employer that it has exercised and will continue to exercise in the performance of the Works the level of skill, care and diligence reasonably to be expected of an approrpriately skilled and qualified member of the Contractor's trade experienced in carrying out works smilar in scope, complexity and to the reasonable satisfaction of the Employer.

4.3. Without prejudice to clause 4.2 and clause 4.5 the Contractor warrants and undertakes to the Employer that it will perform the Works in accordance with all Statutory Requirements and Employer's policies.

4.4. Unless specifically authorised to do so by the Employer in writing, the Contractor shall not have any authority to incur any expenditure in the name of or for the account of the Employer or hold itself out as having authority to bind the Employer.

4.5. Without prejudice to clause 4.2 or 4.3 the Contractor shall comply with all reasonable standards of safety and comply with the Employer's health and safety procedures from time to time in force at the premises where the Works are provided and report to the Employer any unsafe working conditions or practices

4.6. The Employer shall be entitled to assign the benefit of this Order. The Contractor shall not be entitled to contend that any person to whom this Order is assigned is precluded from recovering under this Order incurred by such assignee resulting from a breach of this Order by reason that such person is an assignee and not a named party under this Order.

4.7. The Contractor shall not be entitled to assign or sub-contract the performance of the Works nor this Agreement in whole or part without the prior written consent of the Employer.

4.8. In carrying out the Works the Contractor will conduct itself so as to avoid doing anything which the Employer might reasonably consider to have brought the Employer into disrepute.

4.9. The Contractor shall at all times ensure that, in respect of its staff, employees and/or personnel engaged in the provision of the Works (**Personnel**):

4.9.1. each of such Personnel is suitably qualified, adequately trained and capable of providing the applicable Works in respect of which they are engaged;

4.9.2. there is an adequate number of the Personnel to properly provide the Works;

4.9.3. all of the Personnel conform to the Police Act 1997; and

4.9.4. all of the Personnel who require access to the Properties in connection with the provision of the Works comply with the relevant Employer's policies relating to access and/or use of the Properties.

4.10. Subject to any obligations under applicable data protection Statutory Requirements, the Contractor will, if requested by the Employer, provide the Employer with information in respect of the Personnel.

4.11. To the extent permitted by law, if requested by the Employer the Contractor shall procure that appropriate Disclosure and Barring Service Checks are carried out in relation to all Personnel.

4.12. The Employer reserves the right to refuse to admit (acting reasonably) to the Properties any Personnel (including any subcontractor) where admission would, in the reasonable opinion of the Employer:

4.12.1. present a risk to the Employer or to occupiers of the Properties; or

4.12.2. would be a threat to the security or operations of the Employer or occupiers of the Properties.

5. CONFIDENTIALITY AND GOODWILL

The Contractor will at all times treat and safeguard as private and confidential all confidential information, trade secrets and data relating to the Employer or any of its customers and will not reproduce, copy or use in any way any such information except as may be strictly necessary in order to properly perform the Works.

6. INTELLECTUAL PROPERTY

6.1. For the purposes of this Order '**Intellectual Property Rights**' means all patents, rights to inventions, copyright and related rights, moral rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database 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 (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent

rights or forms of protection which may now or in the future subsist in any part of the world.

6.2. All copy, design work, art work, reports, information and other materials procured, generated or supplied by the Contractor in the course of providing the Works (together the '**Materials'**) including any Intellectual Property Rights which the Contractor may have or acquire in such Materials or which may arise in relation to such Materials shall belong to the Employer. The Contractor hereby assigns by way of present assignment of future copyright, where applicable, to the Employer all copyright and all other Intellectual Property Rights (whether in existence now or coming into existence at any time in the future) in the Materials.

6.3. In the event that any Materials make use of any pre-existing third party materials or the Contractor is unable to obtain an assignment of copyright or other Intellectual Property Rights in relation to any new creative work or materials having used all reasonable endeavours to do so, the Contractor will obtain and provide to the Employer a written licence to use such work or materials in accordance with the Employer's required purposes.

6.4. The Contractor shall ensure that the Employer's use of the Materials in accordance with the terms of this Order will not infringe the intellectual property rights of any third party.

6.5. The Contractor will at the Employer's request sign all documents and do all other things as may be necessary to ensure that the purpose of this clause 6 is fulfilled to perfect title in the Employer.

6.6. The Contractor shall on request supply all digital files containing the Materials to the Employer. Where the Employer unreasonably exercises its rights under this Clause 6.6 in respect of a digital file that has previously been supplied to the Employer the Employer shall reimburse the reasonable costs incurred by the Contractor in complying with this Clause 6.6.

6.7. The Contractor agrees to indemnify the Employer and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Employer, or for which the Employer may become liable, with respect to any Intellectual Property Rights infringement claim or other claim relating to the Works.

6.8. The Contractor waives any moral rights, and shall procure any necessary waiver from any relevant third party, in the Materials to which it is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Materials or other materials infringes the Contractor's moral rights.

6.9. The provisions of this Clause 6 shall survive termination or expiry of this Order for any reason.

7. INSURANCE AND LIABILITY

7.1. The Contractor shall maintain the following insurance products throughout the term of the Order:

7.1.1. Public Liability Insurance with cover of at least £5,000,000 (five million pounds) in respect of any one claim or series of claims arising out of one event; and

7.1.2. Employer's Liability Insurance with cover at least £5,000,000 (five million pounds) in respect of all customary risks.

7.2. Subject to clause 7.3, the Employer's total aggregate liability in relation to this Order whether in tort, contract or otherwise shall not exceed £5,000,000 (five million pounds).

7.3. Nothing in this Order shall exclude or limit the liability of the Employer for death or personal injury arising in negligence, for fraud or fraudulent misrepresentation or any other liability that cannot be legally limited or excluded.

7.4. Either party may commence any action or proceedings against the other party in connection with this Order for a period of six (6) years from the date of this Agreement.

8. TERMINATION

8.1. The Employer may terminate the Contractor's engagement under this Order on thirty (30) days' written notice in the event that the Contractor is in material breach of this Order and has not remedied such breach within ten (10) Working Days of being notified of such breach by the Employer.

8.2. The Employer may terminate the Contractor's engagement under this Order immediately on written notice in the event that clause 9.3 or 10.3 applies.

8.3. In addition to and without prejudice to clauses 8.1 and 8.2, the Employer reserves the right ot terminate the Contractor's engagement under this Order for any reason by one month's written notice. Where the Employer exercises its rights under this clause 8.3 the Employer shall pay to the Contractor such part of the Fee as relates to the Works properly carried out by the Contractor prior to such termination becoming effective.

8.4. The Contractor may terminate the Contractor's engagement under this Order on thirty (30) days' written notice in the event that

the Employer is in material breach of this Order and has not remedied such breach within ten (10) Working Days of being notified of such breach by the Employer.

8.5. In the event that either party becomes insolvent the other party shall be entitled to terminate the Contractor's engagement under this Order immediately on written notice.

8.6. On termination or expiry of this Order the Contractor shall:

8.6.1. immediately deliver to the Employer all copies of Material and any Employer property in its possession or under its control;

8.6.2. irretrievably delete any information relating to the business of the Employer stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its possession or under its control outside the premises of the Employer.

9. CONFLICTS OF INTEREST

9.1. The Contractor shall take appropriate steps to ensure that neither the Contractor nor any employees of the Contractor are placed in a position where (in the reasonable opinion of the Employer) there is or may be an actual conflict or a potential conflict, between the pecuniary or personal interests of the Contractor or its employees and the duties owed to the Employer under the provisions of this Order.

9.2. The Contractor shall promptly notify the Employer (and provide full particulars) if a conflict as referred to in clause 9.1 arises or is reasonably foreseeable to arise. The parties shall seek to agree such actions as may be necessary to remedy or avoid the relevant conflict or potential conflict (both parties acting reasonably).

9.3. In the event that the parties are unable to reach agreement in accordance with clause 9.2 or, in the Employer's opinion (acting reasonably) the relevant conflict or potential conflict cannot be resolved by the taking of reasonable steps, the Employer may terminate this Order pursuant to clause 8.2.

10. ANTI-CORRUPTION

10.1. The Contractor:

10.2. shall not, and and shall procure that its staff, agents and sub-Contractors shall not, in connection with this Order, commit an act or default which is contrary to the Bribery Act 2010 or cause the Employer to be in breach of section 7 of the Bribery Act 2010; and

10.3. warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Employer or that an agreement has been reached to that effect in connection with the execution of this Order, excluding any arrangement of which full details have been disclosed in writing to the Employer before execution of this Order.

10.4. The Contractor shall notify the Employer immediately if it knows or suspects that a breach of clause 10.1 has occurred and shall provide the Employer with all reasonable assistance to allow the Employer to comply with the requirements of any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010.

10.5. The Employer may terminate the Contractor's appointment under this Order immediately on written notice in the event that the Contractor commits a breach of this clause 10.

11. DATA PROTECTION

11.1. Insofar as the Data Protection Legislation (as defined in Schedule 1) applies in relation to carrying out of the Works, the Contractor shall (and shall procure that any of its staff involved in the provision of Works under this Order) comply with the requirements of Schedule 1 to these Order Terms.

12. GENERAL

12.1. This Order constitutes the entire agreement in respect of the Contractor's appointment and supersede any other arrangement or understanding relating to such appointment.

12.2. This Order shall be interpreted in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts in respect of both contractual and non-contractual matters.

SCHEDULE 1 - INFORMATION PROCESSING AGREEMENT

4 DEFINITIONS

4.1 **Data Controller, Data Processor, Data Subject, Personal Data, Personal Data Breach, Processing (including "Process" and "Processed") and Special Categories of Personal Data** all have the meaning given to them in the Data Protection Legislation;

4.2 **Data Protection Legislation** means, for the periods in which they are in force in the United Kingdom, the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the GDPR and all applicable Laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, in each case as amended or substituted from time to time;

4.3 **GDPR** means (a) the General Data Protection Regulations (Regulation (EU) 2016/679) which comes into force on 25 May 2018; and (b) any equivalent legislation amending or replacing the General Data Protection Regulations (Regulation (EU) 2016/679);

5 ROLE OF THE PARTIES

5.1 Both Parties shall duly observe all their obligations under the Data Protection Legislation which arise in connection with this Order and shall not perform their obligations under this Order in such a way as to cause the other Party to breach any of its obligations under the Data Protection Legislation.

5.2 With respect to the Parties' rights and obligations under this Order, the Parties agree that the Employer is the Data Controller and that the Contractor is the Data Processor.

5.3 The subject-matter and duration of the Processing, nature and purpose of the Processing, types of Personal Data, and categories of Data Subjects are set out in Appendix 1 to the Order Form.

5.4 The Contractor shall notify the Employer immediately if it considers that any of the Employer's instructions infringe the Data Protection Legislation.

6 OBLIGATIONS OF THE CONTRACTOR

6.1 The Contractor agrees to only Process the Personal Data in accordance with the terms and conditions set out in this Order and, subject to the overriding requirements of Data Processing Legislation, undertakes to:

6.1.1 only process the Personal Data for and on behalf of the Employer, strictly in accordance with the written instructions of the Employer, unless the Processing is required by applicable laws to which the Contractor is subject, in which case the Contractor shall to the extent permitted by such applicable laws inform the Employer of that legal requirement before Processing;

6.1.2 ensure that any personnel with access to Personal Data are subject to a duty of confidentiality (whether contractual or statutory) and ensure that access is strictly limited to those individuals who need to know/access the Personal Data;

6.1.3 taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Contractor shall, in relation to the Personal Data, implement appropriate technical and organisational measures, to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR;

6.1.4 only engage subcontractors with the prior written consent of the Employer and under a written contract, imposing the same data protection obligations as set out in this Order, remaining liable to the Employer for compliance of any subcontractor engaged and informing the Employer of any changes concerning the addition or

replacement of subcontractors giving the Employer sufficient opportunity to object to such changes;

6.1.5 assist the Employer by appropriate technical and organisational measures, insofar as possible, for the fulfilment of the Employer's obligations to respond to requests for exercising the Data Subject's rights laid down in the Data Protection Legislation;

6.1.6 notify the Employer within five (5) Working Days if it receives a request from a Data Subject under the Data Protection Legislation in respect of the Personal Data and not respond to any such request without the written authorisation of the Employer or as required by the Data Protection Legislation to which the Contractor is subject but only after informing the Employer of such legal requirement before responding to the request;

6.1.7 notify the Employer without undue delay, and at least within 48 hours, upon becoming aware of a Personal Data Breach, providing the Employer with sufficient information to allow it to meet its obligations under the Data Protection Legislation;

6.1.8 assist the Employer in ensuring compliance with the obligations pursuant to the Data Protection Legislation taking into account the nature of the Processing for the purposes of this Order and the information available to the Contractor, including but not limited to those obligations relating to:

(a) security of processing;

(b) notification of a Personal Data Breach to the Information Commissioner's Office;

(c) communication of a Personal Data Breach to the Data Subject; and

(d) Data Protection impact assessments and any subsequent consultations with the Information Commissioner's Office;

6.1.9 on the expiry or termination of this Order, promptly upon request from the Employer (at the Employer's discretion) either:

(a) return all Personal Data to the Employer and delete all existing copies, or procure such deletion; or

(b) securely destroy such Personal Data, unless an applicable law requires storage of the Personal Data but only to the extent and for such period as required by such law;

6.1.10 notify the Employer of the deletion of Personal Data in accordance with clause 6.1.9 within 21 days of the expiry or termination of this Order;

6.1.11 not transfer Personal Data outside the European Economic Area (EEA) without the prior written consent of the Employer.

6.1.12 make available to the Employer on request all information necessary to demonstrate compliance with the Data Protection Legislation, and allow for and contribute to audits, including inspections, by the Employer or an auditor mandated by the Employer.

6.2 The Contractor shall, at all times during and after the Term, indemnify the Employer and keep the Employer indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by the Employer arising from any breach of the Contractor's obligations under this Schedule 1 except and to the extent that such liabilities have resulted directly from the Employer's instructions.

6.3 The provisions of this Schedule 1 shall apply during the continuance of the Order and indefinitely after its expiry or termination.

APPENDIX 4 – ADDITIONAL ORDER TERMS

Invoices to be submitted on a weekly basis to :

Creditor.payments@unitas.co.uk

and addressed as follows :

Unitas Stoke on Trent Ltd
Alton House
Cromer Road
Stoke on Trent
ST1 6AY

Invoice(s)/Applications for payment to detail the Order No. ……., Cost Code ….., the Proforma details (SS… number) & list the property(ies) to assist in processing, failure to include the full information on your application may result in delay to payment of the aforementioned application.

Please ensure that the signed order is returned to these offices without delay, failure to do so may result in delay to payment of your application(s)