



Stoke-on-Trent Housing Society Limited

Supplier and Contractor Terms and Conditions

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Supplier and Contractor Terms and Conditions

1. Definitions

In these Terms and Conditions:

- "Society" means Stoke-on-Trent Housing Society Limited.
- "Supplier" means any contractor, consultant, service provider, supplier or subcontractor engaged by the Society.
- "Contract" means any purchase order, quotation acceptance, instruction, agreement or other arrangement between the Society and the Supplier.
- "Services" means any works, goods or services supplied under the Contract.

2. Acceptance

2.1 These Terms and Conditions apply to all purchases of goods, works and services by the Society unless superseded by a separate written contract.

2.2 Acceptance of a purchase order or commencement of work by the Supplier shall constitute acceptance of these Terms and Conditions.

2.3 Any terms proposed by the Supplier shall not apply unless expressly agreed in writing by the Society.

3. Compliance with Laws and Regulations

3.1 The Supplier shall comply with all applicable legislation, regulations, codes of practice and industry standards.

3.2 The Supplier shall obtain and maintain all licences, registrations, qualifications and approvals necessary to provide the Services.

3.3 The Supplier shall comply with all policies and procedures reasonably notified by the Society.

4. Insurance

4.1 The Supplier shall maintain adequate insurance cover throughout the duration of the Contract.

4.2 Minimum cover requirements are:

- Employers' Liability Insurance: £10 million
- Public Liability Insurance: £10 million
- Professional Indemnity Insurance (where applicable): £1 million

4.3 The Supplier shall provide evidence of insurance upon request.

5. Health and Safety

- 5.1 The Supplier shall comply with all applicable health and safety legislation.
- 5.2 The Supplier shall ensure that all personnel are suitably trained, competent and supervised.
- 5.3 The Supplier shall promptly report any accidents, incidents, near misses or health and safety concerns arising from work undertaken on behalf of the Society.
- 5.4 The Society reserves the right to suspend works where health and safety concerns arise.

6. Safeguarding and Tenant Conduct

- 6.1 The Supplier acknowledges that the Society provides homes and services to vulnerable individuals and families.
- 6.2 Supplier personnel shall:
- Behave professionally and respectfully at all times.
 - Carry identification when attending Society premises.
 - Not engage in inappropriate, discriminatory, intimidating or abusive behaviour.
 - Respect the privacy and dignity of residents.
- 6.3 Where required by the Society, personnel must possess satisfactory DBS checks.
- 6.4 Any safeguarding concerns must be reported immediately to the Society.

7. Equality, Diversity and Inclusion

- 7.1 The Supplier shall not unlawfully discriminate against any person.
- 7.2 The Supplier shall promote equality, diversity and inclusion within its operations and service delivery.

8. Modern Slavery and Ethical Conduct

- 8.1 The Supplier shall comply with the Modern Slavery Act 2015.
- 8.2 The Supplier shall take reasonable steps to ensure that slavery, servitude, forced labour and human trafficking do not occur within its organisation or supply chain.
- 8.3 The Supplier shall notify the Society immediately of any actual or suspected breaches.

9. Anti-Bribery and Fraud

- 9.1 The Supplier shall comply with the Bribery Act 2010.
- 9.2 The Supplier shall maintain procedures to prevent bribery, corruption, fraud, money laundering and other unethical conduct.
- 9.3 Any actual or suspected fraud relating to Society business shall be reported immediately.

10. Data Protection and Confidentiality

10.1 The Supplier shall comply with all applicable data protection legislation, including the UK GDPR and Data Protection Act 2018.

10.2 Personal data shall only be processed for the purposes of delivering the Services.

10.3 The Supplier shall obtain Stoke-on-Trent Housing Society's permission before electronically transferring any personal data relating to the Society and its service users or staff.

10.4 The Supplier shall implement appropriate technical and organisational security measures to protect information.

10.5 The Supplier shall immediately notify the Society of any actual or suspected personal data breach.

10.6 All information relating to the Society, its tenants, employees or business affairs shall be treated as confidential.

10.7 The Supplier shall dispose of by secure means any personal data/information that is recorded in any intelligible form on completion of the work or contract.

10.8 The Supplier shall ensure that all employees, agents and sub-contractors comply with data protection laws and do not misuse or unlawfully disclose personal information provided by Stoke-on-Trent Housing Society.

10.9 The Supplier shall not use Company confidential or personal data with AI tools without prior written consent and must ensure any approved use complies with data protection, security and confidentiality requirements

11. Cyber Security

11.1 The Supplier shall maintain reasonable cyber security controls appropriate to the nature of the Services.

11.2 The Supplier shall protect Society information from unauthorised access, disclosure, alteration or loss.

11.3 The Supplier shall notify the Society without delay following any cyber incident that may affect Society data, systems or services.

11.4 The Supplier to indemnify Stoke-on-Trent Housing Society against any loss resulting from data protection or cyber security breaches caused by the supplier, its employees, agents or sub-contractors.

11.5 The Society reserves the right to request evidence of cyber security arrangements where appropriate.

12. Performance Standards

12.1 The Supplier shall provide the Services:

- With reasonable skill, care and diligence.
- In accordance with industry best practice.
- In accordance with the agreed specification and timescales.

12.2 The Society may require defective or unsatisfactory work to be rectified at the Supplier's expense.

12.3 The Supplier shall co-operate with the Society in investigating complaints.

13. Subcontracting

13.1 No part of the Services may be subcontracted without the prior written consent of the Society.

13.2 The Supplier shall remain fully responsible for the acts and omissions of any approved subcontractor.

14. Invoicing and Payment

14.1 Invoices must clearly quote the Society's purchase order number where applicable.

14.2 The Society shall pay valid and undisputed invoices within 30 days of receipt.

14.3 The Society reserves the right to withhold payment where services have not been delivered satisfactorily.

15. Audit and Records

15.1 The Supplier shall maintain accurate records relating to the Contract.

15.2 Upon reasonable notice, the Society may request access to records relevant to the Services provided.

15.3 Records shall be retained for a minimum period of six years following completion of the Contract.

16. Termination

16.1 The Society may terminate the Contract immediately if:

- The Supplier commits a material breach.
- The Supplier becomes insolvent.
- There is evidence of fraud, corruption or unethical conduct.
- The Supplier poses a significant health and safety, safeguarding or reputational risk.

16.2 Upon termination, the Supplier shall cease work immediately and provide all information or materials belonging to the Society.

17. Approved Supplier Status

17.1 The Society reserves the right to remove a Supplier from its approved supplier or contractor list.

17.2 Removal may occur where there is:

- Poor performance.
- Repeated non-compliance.
- Health and safety concerns.
- Failure to maintain required insurance.
- Breach of these Terms and Conditions.

18. Environmental Responsibility

18.1 The Supplier shall seek to minimise the environmental impact of its activities and support the Society's sustainability objectives.

18.2 The Supplier shall comply with all applicable environmental legislation, regulations and codes of practice relating to waste management, pollution prevention and environmental protection.

18.3 The Supplier shall ensure that all waste arising from the provision of the Services is managed, transported and disposed of lawfully and responsibly.

18.4 Unless otherwise agreed in writing, the Supplier shall be responsible for the removal and disposal of all waste materials, packaging, surplus materials, rubble, fixtures, fittings, equipment and debris arising from its works.

18.5 The Supplier shall:

- Apply the waste hierarchy of prevention, reuse, recycling and recovery before disposal.
- Segregate recyclable waste where reasonably practicable.
- Use licensed waste carriers and disposal facilities.
- Prevent fly-tipping, illegal disposal and environmental contamination.

18.6 Upon request, the Supplier shall provide evidence of lawful waste disposal, including waste transfer notes, hazardous waste consignment notes or other relevant documentation.

18.7 The Supplier shall immediately notify the Society of any environmental incident, pollution event or regulatory action relating to the Services.

18.8 The Society reserves the right to recover from the Supplier any costs incurred as a result of the Supplier's failure to remove waste, clear sites adequately or comply with environmental legislation.

18.1 The Supplier shall seek to minimise environmental impacts arising from its activities.

18.2 The Supplier shall comply with all relevant environmental legislation and disposal requirements.

18.3 The Society encourages suppliers to support net zero and sustainability objectives wherever practicable.

19. General

19.1 Failure by the Society to enforce any provision of these Terms shall not constitute a waiver of its rights.

19.2 If any provision is deemed unenforceable, the remaining provisions shall continue in full force.

19.3 These Terms and Conditions shall be governed by the laws of England and Wales.