

**Wirral Partnership Homes trading as Magenta Living (“Magenta Living”)
Standard terms and conditions for the purchase of goods and/or services (“these
Terms”)**

1. Introduction

1.1 These Terms apply to all *Orders* to the exclusion of any other terms unless there is a specific contract between *You* and *Magenta Living* governing this *Order*. *Your* terms and conditions of contracting are expressly excluded. Where there is a specific contract it shall apply in conjunction with these Terms to the extent that they are not inconsistent with the contract and this *Order* will be treated as a task or order under that contract.

1.2 In these Terms a reference to:

- “*Goods*” is to any items to be supplied to *Magenta Living* under this *Order*;
- “*Order*” – is to the Purchase Order or Task Form to which these Terms relate;
- “*Services*” is to any services to be supplied to *Magenta Living* under this *Order*; and
- “*You*” or “*Your*” is to the supplier of the *Goods* and/or *Services*.

2. Quality and Performance

2.1 All *Goods* supplied must:

- conform to the specification in the *Order*;
- be of sound design, materials and workmanship;
- be free from defects and remain so for the period stated in the *Order* and if no period is stated for 12 months from their date of delivery;
- be fit for their purpose;
- be new (unless the *Order* states otherwise); and
- comply with all statutory and regulatory requirements relating to their manufacture, labelling, packaging, storage, handling and delivery.

2.2 *You* will indemnify *Magenta Living* in full against any costs, expenses, damages and losses (direct or indirect) that may be caused due to the discovery and correction of latent defects in the *Goods*.

2.3 All *Services* must be performed:

- by appropriately qualified and experienced staff;
- using reasonable care, skill and diligence;
- in a timely, efficient and professional manner; and
- to the reasonable satisfaction of *Magenta Living*.

2.4 *You* warrant that neither *You* nor any of *Your* officers or employees:

- have been convicted of any offence involving slavery or human trafficking; or
- have, to the best of *Your* knowledge, been 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.

2.5 *You* shall take appropriate steps to ensure that there is no slavery or human trafficking in *Your* supply chain concerning the *Goods* and/or *Services* subject to this *Order*

**Wirral Partnership Homes trading as Magenta Living (“Magenta Living”)
Standard terms and conditions for the purchase of goods and/or services (“these
Terms”)**

3. Health and Safety

In providing the *Goods* and/or *Services* *You* and *Your* personnel will comply with:

- all applicable laws (including health and safety and equality and diversity laws); and
- any *Magenta Living’s* contractor code of conduct;
- *Magenta Living’s* Equality and Diversity Policy;
- *Magenta Living’s* Environmental Policy; and
- any similar or updated policy supplied to *You* by *Magenta Living*.

4. Delivery

4.1 *You* must deliver the *Goods* and/or *Services* within 14 days of the *Order* unless the *Order* states otherwise. *You* must obtain a receipt for all *Goods* delivered from an authorised employee of *Magenta Living*.

4.2 If delivery of the *Goods*, or performance of the *Services*, is delayed due to any cause beyond *Your* reasonable control and *You* tell *Magenta Living* of this immediately, *Magenta Living* may either reschedule the time for delivery/performance or cancel the *Order* without any liability to *You*.

4.3 If delivery is delayed in any other circumstances *You* must reimburse *Magenta Living* for any additional costs *Magenta Living* incurs.

4.4 *You* must attach a copy of *Magenta Living’s* original *Order* to all *Orders*, advice notes, invoices and packing notes. These must also contain:

- *Your* name and address;
- *Magenta Living’s* *Order* number;
- the date of despatch;
- a description of the *Goods* and/or *Services*;
- the address for delivery; and
- the due delivery date.

4.5 *Magenta Living* may reject all or any *Goods* that do not comply with the *Order* at any time within 1 (one) month from the date of delivery.

4.6 Risk and title in *Goods* will pass to *Magenta Living* on delivery of the *Goods* to the delivery address in the *Order*.

4.7 Whilst on *Magenta Living’s* premises or any premises *Magenta Living* manages (including tenanted properties), *You* and all persons for whom *You* are responsible must comply with *Magenta Living’s* rules relating to those premises. *Magenta Living* may refuse admission to *Your* personnel or require such personnel to leave those premises at any time without giving any reason.

5. Data Processing

5.1 For the purposes of this clause, “*Data Protection Law*” means all law relating to privacy and the processing of *personal data*, including all applicable guidance and codes of practice issued by the Information Commissioner’s Office or any replacement EU or UK data protection or related privacy law in force in England and the terms “*data processor*”, “*data controller*”, “*personal data*”, “*data subject*”

**Wirral Partnership Homes trading as Magenta Living (“Magenta Living”)
Standard terms and conditions for the purchase of goods and/or services (“these
Terms”)**

and “*processing*” and “*process*” shall have the meanings given to them under *Data Protection Law*.

5.2 You acknowledge that for the purposes of *Data Protection Law*, *Magenta Living* is the *data controller* and You are the *data processor*. The scope, nature and purpose of *processing* by You, the duration of the *processing* and the types of *personal data* and categories of *data subject* are as follows:

| | |
|--|---|
| Categories of <i>data subject</i>: | Residents/tenants |
| Subject matter of <i>processing</i> (including types of <i>personal data</i> that may be <i>processed</i>): | <i>Personal data</i> concerning the above <i>data subjects</i> including names, addresses and contact details, property access requirements and special requirements or vulnerabilities. |
| Nature and purpose of <i>processing</i>: | Interrogation of the <i>personal data</i> for the purpose of carrying out the <i>Services</i> and/or providing the <i>Goods</i> , including arranging appointments and access, ensuring the safety of both residents and tenants and <i>Your</i> staff carrying out the <i>Services</i> , monitoring resident and tenant satisfaction and correcting any <i>personal data</i> found to be incorrect whilst carrying out the <i>Services</i> and/or providing the <i>Goods</i> . |
| Duration of <i>processing</i>: | From the commencement of the <i>Services</i> and/or the provision of the <i>Goods</i> until the termination of this <i>Order</i> or the completion of the <i>Services</i> and/or the provision of the <i>Goods</i> , whichever is the earlier. |

5.3 You will, in relation to any *personal data processed* by You in connection with the performance of the *Services* or the provision of the *Goods*:

- (a) process that *personal data* only on the written instructions of *Magenta Living* unless You are required by law to otherwise *process* that *personal data*;
- (b) ensure that You have in place appropriate technical and organisational measures 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;
- (c) ensure that all personnel who have access to and/or *process personal data* are obliged to keep the *personal data* confidential;

**Wirral Partnership Homes trading as Magenta Living (“Magenta Living”)
Standard terms and conditions for the purchase of goods and/or services (“these
Terms”)**

- (d) not transfer any *personal data* outside of the European Economic Area;
 - (e) notify *Magenta Living* without undue delay on becoming aware of a breach of *Data Protection Law*;
 - (f) at the written direction of *Magenta Living*, delete or return *personal data* and copies thereof to *Magenta Living* on termination of this *Order* or completion of the *Services* and/or the provision of the *Goods* unless required by law to store such *personal data*; and
 - (g) maintain complete and accurate records and information to demonstrate *Your* compliance with this Clause 5; and
 - (h) indemnify *Magenta Living* against any loss or damage suffered by it in relation to any breach by *You* of *Your* obligations under this Clause 5.
- 5.4 *Magenta Living* does not consent to *You* appointing any third party *processor* of *personal data* under this *Order*.

6. Intellectual Property

- 6.1 *You* grant *Magenta Living* an irrevocable, non-exclusive, royalty free licence to use all applicable intellectual property rights in connection with the use of the *Goods* or receipt of the *Services*. *You* assign to *Magenta Living* all intellectual property rights in any *Goods* and/or *Services* that are produced for *Magenta Living* as bespoke.
- 6.2 *You* will indemnify *Magenta Living* in full against all costs, expenses, damages and losses (whether direct or indirect) incurred in connection with any actual or alleged infringement of a third party’s intellectual property rights in any *Goods* that are the subject of or any *Services* provided in connection with any *Order*.

7. Payment

- 7.1 All invoices submitted MUST include a valid Magenta Living Purchase Order number. Failure to do so will result in your invoice being returned and a delay in payment.
- 7.2 *Magenta Living* will pay *You* the price for the *Goods* and/or *Services* stated in the *Order* plus VAT within 30 days from the date on which a valid and undisputed VAT invoice is received from *You*.
- 7.3 The prices in the *Order* will apply (without variation) for the stated quantity of the *Goods* and/or through the period of provision of the *Services* in the *Order*. These prices include all delivery costs
- 7.4 *Magenta Living* may set off any sums owed by *You* against any sums payable to *You* in relation to the *Order*.
- 7.5 Where *You* enter into a subcontract, *You* shall include in that subcontract provisions:
- 7.5.1 requiring invoices to be considered and verified in a timely fashion;

**Wirral Partnership Homes trading as Magenta Living (“Magenta Living”)
Standard terms and conditions for the purchase of goods and/or services (“these
Terms”)**

- 7.5.2 requiring the payment of undisputed valid and undisputed invoices within 30 (thirty) calendar days of receipt;
- 7.5.3 providing that where there is an undue delay in considering and verifying an invoice, that invoice is to be regarded as valid and undisputed after a reasonable time has passed; and
- 7.5.4 requiring the Subcontractor to include provisions having the same effect as this Clause 7.4 in any subcontract relating to the *Goods* and/or *Services*.
- 7.6 In Clause 7.4 a reference to “a subcontract” is to a contract between two or more Subcontractors, at any stage of remoteness from *Magenta Living* in the supply chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the *Services/provision of the Goods*.
- 7.7 If *You* fail to comply with Clause 7.4 *Magenta Living*, as agent for *You*, may pay such Subcontractor and deduct any sum so paid from any sum due to *You*. *You* appoint *Magenta Living* as *Your* agent for the purposes of this Clause 7.6 and such appointment is irrevocable during the term of this Contract.

8. Liability and Insurance

You will maintain the minimum insurance set out below during the guarantee period for *Goods* and/or throughout the period during which the *Services* are provided:

- Product Liability Insurance (for *Goods*) - £5 million
- Professional Indemnity Insurance (for *Services*) - £2 million
- Public Liability Insurance (for *Services*) - £5 million
- Employer’s Liability Insurance(for *Services*) – [£10 million]

9. General

- 9.1 No variation, and no additional terms and conditions to this *Order*, will be valid unless accepted in writing and signed by *Magenta Living*.
- 9.2 This *Order* does not confer any rights on any person under the Contracts (Rights of Third Parties) Act 1999.
- 9.3 *You* must not subcontract the provision of any *Services* without *Magenta Living’s* prior written consent.
- 9.4 *You* will be responsible for all the actions of *Your* permitted subcontractors, suppliers, agents and advisors in connection with the *Goods* and/or *Services*.

10. Termination

- 10.1 Where this *Order* is for *Services* *Magenta Living* may terminate this *Order* by giving *You* at least 14 days written notice.
- 10.2 *Magenta Living* may terminate this *Order* with immediate effect by giving *You* written notice if:

**Wirral Partnership Homes trading as Magenta Living (“Magenta Living”)
Standard terms and conditions for the purchase of goods and/or services (“these
Terms”)**

- *You* commit a material breach of these Terms which is not remedied to the satisfaction of *Magenta Living* within 7 (seven) days of written notice from *Magenta Living* notifying *You* of the breach and stating that if it is not remedied this *Order* will be terminated;
- *You* or anyone for whom *You* are responsible has acted fraudulently or made a fraudulent misrepresentation in connection with the *Goods* and/or *Services*;
- *You* or anyone for whom *You* are responsible has offered or agreed to give any person working for or engaged by *Magenta Living* any gift or consideration, in relation to this *Order*, or any other contract between *You* and *Magenta Living*;
- *You* have been the subject of any insolvency related procedure including having:
 - had an administrator, receiver, receiver and manager or administrative receiver appointed, or having notified or been notified of an intention, or taken any steps to appoint, any of them;
 - suspended the payment of debts or commenced negotiations with *Your* creditors to reschedule *Your* debts;
 - had a winding up petition presented against *You*; or
 - suffered any equivalent insolvency related procedure.

11. Notices

All notices or other communications in connection with this *Order* or these Terms must be in writing and shall be validly served if:

- delivered to the other party personally; or
- sent by prepaid first-class post or recorded delivery to:
 - its registered office (if a company); or
 - (in any other case) its principal place of business.

12. Governing Law

This contract shall be governed by English law and the parties shall submit to the exclusive jurisdiction of the English courts.