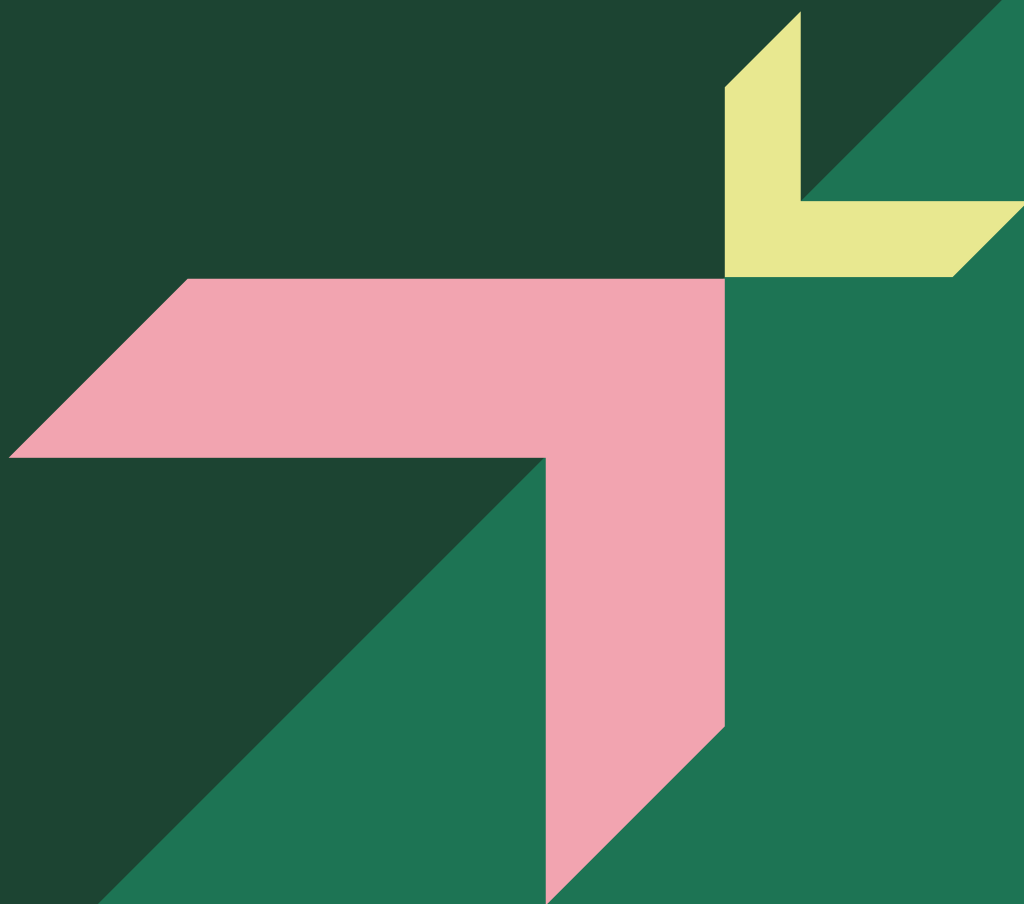




Standard Terms of Purchase

March 2025



1 Definitions

Terms and Conditions of Purchase – Amplius
These Terms and Conditions of Purchase form the basis of the contract between Amplius and you, outlining both parties' roles, responsibilities, and expectations. Unless expressly agreed otherwise in writing, these terms take precedence over any terms or conditions put forward by you.

1. Definitions & Contract Formation

1.1 Definitions In these conditions:

- **Amplius / our / we / us:** The contracting organisation purchasing goods and/or services.
- **Site:** Any location you have been given access to, to perform the contract.
- **Specification:** The document describing the supply, as prepared by Amplius and/or any accepted proposals from you.
- **Contract:** The agreement between Amplius and you comprising Amplius request for quotation, any specification, your quotation, these Terms and Conditions, the Purchase Order, and any documents referred to therein.
- **You:** The individual, firm, or company with whom Amplius enters into the contract (including any of your sub-contractors).
- **Authorised Officer:** The Amplius representative nominated to oversee compliance, resolve disputes, and ensure performance under the contract.
- **Goods:** All items supplied or to be supplied to Amplius under the contract, excluding services.
- **Services:** All activities you are required to carry out under the contract.
- **Data Protection Legislation:** Any applicable law relating to the processing, privacy, and use of personal data, including the UK GDPR / General Data Protection Regulation (EU) 2016/679 (GDPR).
- **Purchase Order (PO):** Any written or electronic purchase order issued by Amplius, including those made through 'GRef' orders or Certificated Payment arrangements as appropriate.

Unless the context requires otherwise:

- Headings are for convenience only and do not affect interpretation;
- Singular includes plural and vice versa;
- Words denoting any gender include all genders;
- References to legislation include amendments, re-enactments, or consolidations, with or without modification.

1.2 Contract Creation

These Terms and Conditions form a contract between Amplius and you upon your acceptance of a Purchase Order or, if earlier, your commencement of work. Unless explicitly waived in writing, Amplius's terms will take precedence over any terms provided by you. The contract is composed of the T&Cs, a Specification (where appropriate), and accepted supplier proposals. Any conflicting terms must be resolved in favour of Amplius's documents.

1.3 Document Hierarchy and Conflict Resolution

In the event of conflict within the Contract Documents, Amplius's Specification prevails. In the event of ambiguity in the content of Amplius's Specification and/or your proposals, the conflict shall be resolved by the Authorised Officer (acting reasonably). Any supply made in response to an order shall be taken as conclusive acceptance of these terms and any inconsistent or additional terms accompanying the supply shall be deleted and ignored.

2 Provision of Goods and Services

2.1 Standards and Compliance

You shall provide all goods and services as specified, exercising reasonable skill and care. All supplies must meet the specification, any agreed variation, applicable UK laws, codes of practice, and industry standards, and be fit for their intended purpose. You must comply with all reasonable instructions from Amplius and meet all performance dates as notified, as detailed in the Purchase Order.

2.2 Quality and Warranty Goods and services provided by you shall be free from defects and include a minimum warranty period of 12 months. Any longer warranty periods defined in contract specifications will take precedence.

2.3 Performance and Personnel

You shall use a sufficient number of suitably skilled and experienced personnel and provide all equipment, tools, and vehicles necessary to perform the contract to Amplius's satisfaction.

3 Inspection, Rejection, and Remedies

3.1 Inspection and Testing

Amplius reserves the right to inspect and test the goods or services at any time before acceptance. Should the goods or services not meet the required standards, Amplius may:

- Suspend the contract.
- Terminate the contract with written notice.
- Require you to repair, replace, or re-supply the goods or services.
- Reject the goods or services, requiring a full refund.
- Refuse to accept any later performance of the Services or supply of the Goods.
- Deduct reasonable costs from the contract price or recover costs incurred from securing substitute goods or services.

Amplius is not liable for any compensation or damages upon suspension or termination due to any breach made by you.

3.2 Labelling and Packaging

Goods must be securely packaged and labelled. Packaging materials are considered non-returnable unless otherwise agreed in writing. If you require packaging to be returned, such return will be at your expense. Hazardous goods must bear prominent warnings, with all relevant documents provided in line with UK regulations.

3.3 Delivery

You shall deliver the Goods on the supply date set out in the PO, to the delivery location as instructed by Amplius and during our normal business hours (09:00 to 16:00 Monday to Friday), unless specified otherwise. Where no timescale is defined, a reasonable timeframe shall be agreed with the Authorised Officer.

The Goods shall be deemed delivered to Amplius upon unloading in accordance with this paragraph 3.3. At this point, title and risk in the Goods pass to Amplius. If payment is made for the Goods before delivery (even in part), title to the Goods passes to Amplius upon our first payment to you. For Goods subject to inspection or testing, risk and title pass upon acceptance or approval by Amplius.

3.4 Installing and Commissioning

If the Goods require installation or commissioning, you shall be responsible for these activities unless the PO states otherwise.

3.5 Loss or Damage

You shall, without delay and at your own expense, reinstate, replace, or make good any loss or damage connected with the performance of the contract to Amplius's satisfaction, or if Amplius agrees, compensate Amplius. "Loss or damage" includes, but is not limited to, loss or damage to property, personal injury, sickness or death, and any loss of profits or loss of use resulting from such loss or damage, except where caused by the neglect or default of Amplius.

4 Variations

4.1 Variation Process

The Authorised Officer may issue instructions to vary the scope of goods or services provided. Any such variations require formal agreement, including price and timeline adjustments, before execution. The consent of any third party shall not be required for the variation or rescission of the contract.

4.2 Agreement on Price

The Authorised Officer will seek to agree on the price before you execute the variation. If an agreement is not reached, the variation will be valued reasonably by the Authorised Officer, using relevant contract rates and accounting for any unavoidable costs incurred by you.

4.3 Approval of Adjustments

All price adjustments and changes to timelines for variations must be approved in writing by Amplus prior to any implementation by you.

5 Payment Terms

5.1 Definition of Purchase Order

A valid Purchase Order includes written or electronic orders, GRef orders, or certificated payment arrangements as appropriate for the engagement type.

5.2 Price and Invoicing

The price for the goods and/or services shall be the amount set out in the PO. This price is a gross price and includes any eligible VAT, covering all associated costs unless otherwise agreed.

5.3 Invoice Submission

Invoices should be submitted on completion of the Services and/or delivery of the Goods, or where related to construction works exceeding 45 days, on an interim basis at agreed intervals, in compliance with relevant legislation. Unless otherwise agreed, invoices may not exceed the amount stated on the PO. Invoices must be addressed to Amplus, include a valid PO number, and be sent to:

Legacy Grand Union Housing Group contracts and suppliers: **purchase-ledger@amplus.co.uk**

Legacy Longhurst Group contracts and suppliers: **accountspayable@amplus.co.uk**

Failure to meet these requirements may delay payment.

5.4 Payment Period and Late Payment

Payments will be made provided that the goods and/or services comply with the terms and specifications of the contract (inspected and approved by the Authorised Officer where appropriate). Payments will be made within 30 days of receiving a compliant invoice. Statutory interest as per UK regulations will apply to late payments. Interest will not apply to disputed portions while Amplus works in good faith to resolve the issue.

6 Environment, Health, and Safety

6.1 Health and Safety Compliance

Where access is required, your access to Site shall comply with the reasonable requirements of Amplius and shall be at your risk.

You shall ensure that all employees, agents, and subcontractors comply with Amplius's health, safety, and security policies and procedures and with the Health and Safety at Work Act.

You must, at your own expense, ensure that the Site is maintained in an orderly and safe state at all times, including providing necessary safety measures and on completion of work, remove surplus and waste materials, make good any damage, and leave the site clean and ready for occupation.

You shall provide all health and safety information requested by Amplius within the agreed timescales. Work shall not commence until Amplius confirms that the required information has been provided and is satisfactory.

6.2 Environmental Standards

In providing goods or services, you must use best endeavours to conserve resources, reduce waste, and minimise environmental impacts. You should phase out ozone-depleting substances and reduce greenhouse gases.

6.3 Sustainable Packaging

You are encouraged to use recyclable materials and minimise the environmental impact of packaging.

7 Intellectual property

7.1 Fair License

You shall grant Amplius (or procure a grant to Amplius of) a fully paid-up, worldwide, royalty-free, irrevocable licence to use, copy, and modify the deliverables provided under this PO so that Amplius can make full use of each deliverable.

7.2 Ownership of intellectual property

No intellectual property belonging or licensed to Amplius is transferred or licensed to you as part of this contract, except to the extent that Amplius may agree in writing. All rights in any specifications, information, instructions, plans, drawings, or other materials furnished to you by Amplius or obtained by you in connection with the contract shall remain vested solely in Amplius and shall be kept confidential.

7.3 Infringement of third party rights

You shall not infringe the intellectual property rights of any third party. You shall comply, and require your subcontractors to comply, with all legislative, regulatory, and contractual requirements related to intellectual property rights and the use of any third-party products or licences related to your Goods or Services. You must be able to provide evidence to demonstrate such compliance.

8 Termination

8.1 Immediate Termination by Us

Amplius may terminate this contract immediately by giving written notice if: a. You undergo a change of control not agreed by Amplius in advance; b. Your financial position changes, placing your capability to fulfil obligations at risk, in our opinion; or c. You breach your obligations under specific key provisions (e.g., compliance and confidentiality).

8.2 Mutual Right to Terminate

Either party may terminate the contract immediately by written notice if: a. The other commits a material breach that cannot be remedied or is not remedied within 30 days of awareness; b. The other party takes steps indicating bankruptcy, administration, liquidation, creditor arrangement, or ceases a substantial part of its business.

8.3 Termination or Scope Reduction by Amplius with Notice

Amplius may terminate or reduce the scope of services with one month's written notice. During this period, Amplius may direct the completion of specific work under the contract. You may claim reasonable, necessary costs incurred as a direct result (excluding profit and consequential losses), capped at the total contract value. This does not affect rights accrued up to the termination date.

8.4 Obligations on Termination

On termination, you must immediately deliver all completed and incomplete deliverables and return any property belonging to Amplius.

8.5 Continuing Provisions

Termination shall not affect any pre-existing rights or obligations or the enforceability of clauses intended to continue post-termination (including provisions related to confidentiality, liability, and dispute resolution).

9 Indemnity and Insurance

9.1 You shall maintain at minimum:

- Employer's and public liability insurance.
- Public liability cover of at least £2 million (£5 million for hot works).
- Product liability and/or professional indemnity insurance at least three times the contract value or as requested by Amplius.
- You shall indemnify Amplius, our officers, trustees and employees against all liabilities, costs, expenses, damages and losses suffered by Amplius as a result of:

a) any claim for actual or alleged infringement of a third party's intellectual property rights arising out of our receipt or use of the deliverables provided under this PO; and

b) any claim of any nature brought against Amplius by a third party arising out of the Goods or Services.

9.2 Unless Amplius agrees otherwise in writing, and subject to any such agreement: your maximum liability to Amplius under or in connection with this contract shall be 125% of the price, but this shall not limit your liability under paragraph 9.1

a) above or for matters which are (or should be) insured by you pursuant to paragraph 10 below; and

b) our maximum liability to you under or in connection with this contract shall be the price together with any interest due pursuant to paragraph 5.4.

9.3 Neither party shall be liable to the other for consequential loss.

9.4 During the term of the contract between you and Amplius, and for two years thereafter (with regard to professional indemnity insurance if you are providing Services), you shall maintain in force with a reputable insurance company an adequate level of insurance cover in respect of all the risks that may be incurred in the performance of this contract.

9.5 You shall provide Amplius with your insurance certificates and most recent premium receipt upon request.

10 Data protection

10.1 If you process personal data supplied by or on behalf of Amplius as part of the provision of services under this purchase order, this must be done in line with Data Protection Legislation and you acknowledge that in line with Data Protection Legislation Amplius is the 'Data Controller' and you are a 'Data Processor' in respect of that personal data.

You must contact Amplius immediately if it is thought that you are also a Data Controller in respect of that data or (to the extent that you are permitted by law to do so) if the law requires you to process personal data otherwise than in accordance with this paragraph.

10.2 The PO or its accompanying documentation set out the scope, nature and purpose of any processing of personal data for the purpose of the contract.

10.3 Each party shall comply fully with all applicable requirements of Data Protection Legislation in force from time to time.

10.4 In addition, in processing personal data for the purpose of this contract, you shall:

a) process personal data only in accordance with our written instructions (which may require you to amend, transfer, restrict processing of, or delete personal data or to provide Amplius with a copy of all personal data);

b) ensure that any persons who have access to or otherwise process personal data are obliged to keep that data confidential and only have such access as is strictly necessary for the performance of their duties;

c) take reasonable steps to ensure the reliability of such persons and that they have been adequately trained in data protection law and practice;

d) have in place appropriate technical and organisational measures (assessed and updated from time to time) including but not limited to any measures instructed by Amplius pursuant to paragraph

10.4(a) to protect against unauthorised or unlawful processing and against accidental loss of, or damage to, personal data;

e) not appoint a sub-processor to process personal data without obtaining Amplius's written consent and complying with Amplius's conditions;

f) not transfer personal data to any country without adequate data protection laws, as determined by the UK, without obtaining Amplius's written consent;

g) provide Amplius with reasonable assistance and co-operation in meeting its obligations to keep personal data secure, notify breaches to the Information Commissioner, advise data subjects of breaches, carry out data protection impact assessments and consult with the Information Commissioner about such assessments;

h) delete or return to Amplius any personal data on the termination of the contract;

i) provide Amplius with all information in your possession to demonstrate that both parties have complied with the relevant obligations under article 28 of the General Data Protection Regulation;

j) submit and contribute to audits and inspections carried out by any appropriate party to evaluate compliance with Data Protection Legislation;

k) notify Amplius immediately if you believe Amplius has issued an instruction which does not comply with data protection legislation;

l) promptly (and in any event within 24 hours) notify Amplius if any personal data is lost, destroyed or damaged or otherwise compromised. Your notification must describe the nature of the data breach including the categories and approximate number of data subjects concerned and the categories of personal data records concerned;

m) promptly (and in any event within 24 hours) refer to Amplius any request, complaint, notice or communication from a data subject or from the Information Commissioner or other regulatory or supervisory body and you shall not (unless required by law) respond to any such request; and

n) keep written records of the processing activities you carry out on behalf of Amplius. This shall contain the information required by article 30 of the General Data Protection Regulation.

11 Equality, Discrimination, and Regulatory Compliance

11.1 Equal Opportunities

You and your representatives must comply with the Equality Act 2010, the Human Rights Act 1998, and Amplius's Equality, Diversity, and Inclusion (EDI) policies.

11.2 Anti-Bribery and Criminal Finance Laws

You and your representatives must comply with all applicable laws and regulations relating to anti-bribery and anti-corruption, including the Bribery Act 2010. You and your representatives shall not engage in any practice or conduct constituting a tax evasion facilitation offence as per sections 45 and 46 of the Criminal Finances Act 2017. You must have policies and procedures in place to ensure compliance with the above acts by your personnel and supply chain. You must promptly notify Amplius of any undue financial or other advantage requests received during the contract's performance. Amplius may terminate the contract and recover all its losses if you, your employees, or anyone acting on your behalf commits any act of bribery, corruption, or fraud in connection with this or any other Amplius contract.

11.3 Anti-Slavery

You must comply with (and use best endeavours to ensure that your supply chain complies with) all applicable anti-slavery and human trafficking laws, regulations and official guidance, including the Modern Slavery Act 2015.

12 Waiver of Breach

12.1 Waiver Terms

A waiver by Amplius of any breach does not constitute a waiver of future breaches. Failure to enforce any rights under the contract does not preclude future enforcement of those rights.

13.13. Severance

13.1 Severance of Invalid Terms

If any term of these T&Cs is deemed unlawful, invalid, or unenforceable, it shall be severed, and the remaining terms will continue to apply.

14 Consumer Rights

14.1 Statutory Rights

Nothing in these Terms and Conditions affects the statutory rights of consumers.

15 Force Majeure

15.1 If either party is unable to make or accept the supply due to an event beyond its reasonable control, it shall immediately notify the other party. The affected party may decline to make or accept the supply during the period of the event.

15.2 Neither party shall be deemed to be in breach of the contract, nor liable for any delay or failure to perform any of its obligations under the contract, if such delay or failure is caused by an event or circumstance beyond its reasonable control, including but not limited to, acts of God, war, terrorism, pandemics, strikes, or government action.

15.3 If such an event continues for more than 14 days, the party not affected by the Force Majeure event may suspend, adjust or terminate the contract by providing written notice to the other party.

16 Confidentiality

16.1 Both parties shall treat all information exchanged as part of the contract as confidential. No confidential information may be used for any purpose other than the performance of obligations under this contract, and shall not be disclosed to third parties without prior consent, except where required by law.

16.2 You agree to maintain confidentiality and may disclose information to your professional advisors or insurers on a confidential basis.

16.3 Amplius reserves the right to disclose information in accordance with applicable public information legislation, such as the Freedom of Information Act 2000, upon request.

16.4 You consent to the publication of this contract or any part of it, in accordance with Amplius's policies.

16.5 You shall not disclose any information relating to the contract or Amplius's activities without prior written consent, except where the information is:

- Already in the public domain;
- Lawfully in your possession without restriction; or
- Received from a third party who lawfully acquired it and is under no obligation to keep it confidential.

17 Audit

17.1 Access to Records

You shall allow Amplius (and its auditors or advisors) access to all relevant records, systems, employees or agents, and those of your sub-contractors, as may be reasonably required to fulfil any legally enforceable request by any regulatory body or to ensure compliance with the contract or Amplius's corporate policies.

17.2 Audit Rights

Amplius may, at any reasonable time, inspect and audit your compliance with the terms of the contract, including your systems and processes, to ensure that you are meeting your obligations under the contract.

18 Subcontracting

18.1 You shall not assign, transfer, charge, subcontract, or deal in any other way with your rights or obligations under the Contract without the prior written consent of Amplius.

18.2 Amplius shall not unreasonably withhold consent to any request by you to subcontract appropriate parts of the obligations under the Contract. However, Amplius may impose reasonable conditions before granting such consent.

18.3 A person who is not a party to the contract shall have no rights to enforce any term of the contract.

19 Notices

19.1 A notice may be served: by delivery to you; by sending it by email or facsimile to your last known email address or facsimile number; or by ordinary first class post to your last known place of business or registered office. A notice shall be deemed served either at the time of delivery, after four hours for an email or facsimile, or on the second working day after posting.

20 Dispute resolution

20.1 In the event of dispute, the parties shall negotiate in good faith to reach a solution. If a solution is not identified within one month, Amplius may refer the dispute to mediation. During the dispute you shall at Amplius's discretion continue to perform the Contract with all due diligence.

20.2 Settlement of any dispute will in no way constitute a material variation to the Contract unless otherwise agreed in writing.

21 Law and jurisdiction

21.1 The Contract between you and Amplius, and any dispute or claim under it or in connection with the Services or Goods shall be governed by the law of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.



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🌐 amplius.co.uk

A charitable housing association registered in England as a community benefit society (Reg. No. 8009) and registered with the Regulator of Social Housing (No. L4277).

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