

STANDARD TERMS FOR NHF SCHEDULE OF RATES

1. Subject to paragraph 2, in these Standard Terms, capitalised words and phrases have the meanings given in the Agreement.
2. Notwithstanding anything to the contrary in the Agreement, where used in these Standard Terms the following words and phrases shall have the following meanings:

"Agreement"	means the standard terms and conditions of M3 Housing Ltd, as set out on www.m3h.co.uk ;
"Contractor"	means an organisation that is contracted to provide services to the Customer, which may include works or consultancy services
"Data"	means any of the information comprising the Product which may include a combination of contract conditions, preambles, a schedule of rates with short, medium and long descriptions, and a performance specification
"Electronic Form"	means in a form that can be held on a computer or electronic storage media;
"Hard Copy"	means a printed copy;
"Product Name"	means the name that appears on the title page of the Product;
"NHMF"	means the National Housing Maintenance Forum whose Committee is elected by Customers of the NHF Schedule of Rates and whose meetings are serviced by M3 Housing;
"Product"	means the Product or Products related to the NHF Schedule of Rates that are listed on the Order as ordered by the Customer under these Standard Terms;

Grant

3. Subject to, and in consideration of the payment of the Initial Fee and the Annual Fee, the Distributor grants the Customer a non-exclusive, non-transferable licence to use the Product in accordance with these Standard Terms and the terms of the Agreement.

Use

4. Use of the Product shall be restricted to use by the Customer for the purpose of operation of a repairs and maintenance contract which may include day to day repairs, void property repairs, out of hours work, cyclical servicing and maintenance, and planned maintenance as determined by the Product documentation.
5. The use of the Product or any of the associated documentation either in whole or in part for the provision of services to other organisations (except as provided under clause 17) or for any purpose not covered by clause 4 is specifically excluded, except where prior written permission has been obtained from the Distributor.

Distributors obligations

6. The Distributor will supply the Product to the Customer in both Hard Copy and Electronic Form

Customers Obligations

7. The Customer may make sufficient copies of the Data in hard copy to enable documents to be prepared for tender and operational purposes provided that:
 - 7.1 the Product Name shall appear on all covers and the headers or footers to each page as in the original Hard Copy, whenever the document is reproduced or amended;
 - 7.2 no Data shall be extracted or copied from the Hard Copy or Electronic Form without being accompanied by the Product Name; and
 - 7.3 any contract using the Product requires the Contractor to treat all data derived from the Product as confidential and to use it only for the purposes of the Contract.
8. The Customer is permitted to make changes to the Data in the Short, Medium and Long Descriptions and to the contract documentation to suit their requirements, but must then declare all changes to the standard schedule and standard prices to each Contractor when tendering, so that the Contractors are fully aware of the extent to which it differs from the standard Product.
9. The Customer may pass Hard Copies of the Data to potential Contractors exclusively for use for tender purposes on condition that they return or destroy all copies when the tender process is completed.
10. The Customer may not pass copies of the Data in Electronic Form to potential Contractors for tender purposes without the written permission of the Distributor, and may purchase a Service from the Distributor to assist them in making the Data available to potential Contractors in Electronic Form.
11. The Customer may not pass copies of the Data to Contractors except where:
 - 11.1 they have appointed the Contractor to carry out works or provide services within the terms of these Standard Terms;
 - 11.2 they take responsibility for ensuring the Data is used exclusively for work carried out for the Customer within the terms of these Standard Terms; and
 - 11.3 they take responsibility for ensuring the Contractor returns or destroys all copies of the Data and removes it from their computers when this work ceases.
12. The Customer may not pass Data in Electronic Form to a Contractor except where the Contractor has provided the Customer with a copy of the authorisation provided to that Contractor by the Distributor permitting them to obtain the Data in Electronic Form, and where the Customer has noted the sub-licence number.
13. The Customer shall ensure that the Data is held secure and that security measures are in place to prevent unauthorised copying of the Data in Electronic Form and shall assist the Distributor or their agents in identifying the source of any unauthorised copies.
14. The Customer will be responsible for the provision of all hardware and software and the provision of any Data transfer programs that may be required.
15. The Customer shall designate a single point of contact with regard to any queries that may arise over the Data provided.

Fees

16. The Client acknowledges that the Initial Fee and Annual Fee may be varied in accordance with the terms of the Agreement.
17. The Fees are charged according to the number of Housing Units as defined in the Agreement which shall be deemed to include any units owned by any other organisation that does not employ their own maintenance staff from their own offices for which the Customer provides commissioning and maintenance services or a repairs ordering, performance or cost monitoring service.

Changes

18. The Distributor reserves the right to make changes to the Product when it considers it reasonable to do so.

Support Services

19. Subject to, and in consideration of, the payment of the Annual Fee the Distributor shall, during the year to which that Annual Fee relates, provide the following Support Services
 - 19.1 a helpdesk facility to respond to queries from the Customer made by telephone and email, usually within two Business Days.
 - 19.2 servicing a user committee (named the National Housing Maintenance Forum) elected at a meeting open to all Customers.
 - 19.3 providing a fund controlled by the NHMF to pay for further development of the Product and related products, and for the dissemination of good practice in social housing maintenance.
 - 19.4 making available from time to time to the Customer updates to the Data to enhance existing features and adjust prices to match changed market conditions, as agreed with the NHMF.