



# Membership Agreement



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Please complete all parts of this Agreement and return it to:

Joy Atherton  
Membership Co-ordinator  
Procurement for Housing  
Bleaklow House  
Howard Town Mill  
Glossop  
Derbyshire  
SK13 8HT

t: 01457-891906

f: 01457-869361

e: [jatherton@procurementforhousing.co.uk](mailto:jatherton@procurementforhousing.co.uk)

w: [www.procurementforhousing.co.uk](http://www.procurementforhousing.co.uk)

## Agreement

Procurement for Housing is a purchasing consortium that is open to all housing organisations (housing associations, ALMOs and local authorities). It is an initiative of the National Housing Federation and the Chartered Institute of Housing. The quality of the project is monitored and assured by HouseMark

The Consortium is delivered by a contractor selected by Europe wide open tender. The successful bidder is Collective Enterprises Limited (CEL). Consequently, the conditions of membership take the form of a Supply Partnership Agreement between the Member and CEL.

The terms of this Agreement are consistent with the terms of the contract under which CEL operates.

### Agreement for a Supply Partnership between

### (the Member) and Collective Enterprises Limited (CEL) on behalf of Procurement for Housing

#### Recital

- 1 Procurement for Housing is a consortium open to housing organisations (housing associations, LSVTs, ALMOs and local authorities). It is an initiative of the National Housing Federation and the Chartered Institute of Housing.
- 2 The Consortium is led by its Members through an Annual Members Meeting and through committees established from time to time.
- 3 The Member hereby agrees to join the consortium on the terms set out below.
- 4 In joining the consortium the Member enters into a partnership agreement with CEL for the procurement of goods and services the terms of which are set out below.
- 5 Both parties agree to use all reasonable endeavours to observe the terms of the Agreement.

#### Responsibilities of the Member

- 6 The Member shall:
  - 6.1 Pay such annual fees as may be charged for membership of the consortium, the current schedule of charges being attached.
  - 6.2 Nominate an employee with overall responsibility for the implementation of this Agreement and provide CEL with his/her contact details.
  - 6.3 Treat all of the suppliers nominated by CEL on behalf of the consortium (nominated suppliers) as preferred suppliers.
  - 6.4 Consider each offer for goods and/or services made by a nominated supplier.
  - 6.5 Respond to each offer by a nominated supplier by either
    - 6.5.1 Accepting the offer *or*
    - 6.5.2 Providing CEL with the reasons as to why the offer is unacceptable to the Member (this provides CEL with useful research data and only needs to be a brief description).

- 6.6 Keep the terms of the offers made by nominated suppliers confidential and not disclose them to any third party. (Passing confidential information to other suppliers has a detrimental affect on the efficiency of PfH's operations and the long-term benefits that Members can gain. Action may be taken against Members that fail to comply with this term.)
- 6.7 When accepting an offer from a nominated supplier, observe the terms of supply negotiated by the consortium.
- 6.8 Not seek to negotiate special or improved terms with nominated suppliers without the explicit approval of CEL.
- 6.9 Provide information reasonably requested by CEL on behalf of the consortium (in so far as the Member shall have such information) including but not restricted to:
  - 6.9.1 Expenditure on products and services with existing suppliers;
  - 6.9.2 Prices paid for specified goods and services to existing suppliers;
  - 6.9.3 The preferred specification of goods or services;
  - 6.9.4 The quantities of goods and services purchased from existing suppliers.
- 6.10 Not resell any goods or services provided by nominated suppliers to third parties without the explicit consent of CEL.
- 6.11 Make all payments due to the nominated suppliers in accordance with the negotiated terms of supply and using the Central Billing Service provided by CEL
- 6.12 Observe the rules of the Central Billing Service for the time being in force, the current rules being attached.

### **Rights of Members**

- 7 Members shall be entitled to:
  - 7.1 Receive a report on the operation of the consortium not less than annually.
  - 7.2 Send delegates to the Annual Members Meeting and any special members meetings which may be held and vote at such meetings in accordance with the rules for the time being in force.
  - 7.3 Nominate people for membership of committees.
  - 7.4 Influence the development of the consortium through the consultative processes in place for the time being.
  - 7.5 Receive information on offers from nominated suppliers in a timely manner.
  - 7.6 Receive reasonable support and advice in respect of resolving any disputes that may arise with a nominated supplier.
  - 7.7 The benefits of the Central Billing Service.
  - 7.8 Such other benefits and services as the consortium may offer from time to time.

### **Undertakings of CEL**

- 8 CEL shall:
  - 8.1 Manage the consortium in consultation with its committees and in accordance with its contract.

- 8.2 Consult with the committees of the consortium in establishing procurement priorities and in sourcing suppliers.
- 8.3 Procure offers of goods or services from suppliers to Members using procurement methods acceptable to the committees of the consortium and fully adherent to European Union Procurement Directives.
- 8.4 Notify the Member of such offers and keep them generally informed of developments within the consortium.
- 8.5 Give the Member all reasonable opportunities to influence the development of the consortium, including undertaking regular electronic polling of members on key issues.
- 8.6 Monitor the performance of nominated suppliers and ensure their compliance with the agreed terms of supply.
- 8.7 Assist the Member in resolving any disputes which may arise between the Member and a nominated supplier.
- 8.8 Operate the Central Billing System in accordance with the rules.
- 8.9 Disclose information provided by the Member only to relevant committees of the consortium in accordance with operational needs and to nominated suppliers for the purposes of facilitating supply.
- 8.10 Report on the operation of the consortium to all Members not less than annually.

**Scope**

- 9 Nothing in this Agreement shall render CEL liable as a vendor of goods or services to the Member. The Member will contract separately for the purchase of goods or services with each nominated supplier with which the Member places an order.
- 10 This Agreement shall not establish any contract between the Member and the National Housing Federation or the Chartered Institute of Housing or HouseMark neither jointly nor severally and none of these organisations shall incur any liabilities hereunder.
- 11 This Agreement refers to all suppliers nominated by the consortium for the time being.

**Term**

- 12 This Agreement shall continue in force until it is terminated by one of the parties or until the consortium shall cease to exist.
- 13 The Member may terminate the Agreement by giving six months notice in writing.
- 14 CEL may terminate the Agreement:
  - 14.1 Forthwith if the member is in material breach of the agreement;
  - 14.2 By giving three months notice in the event that it shall cease to be contracted to provide these services as Procurement for Housing.

Signed	Signed
Name	Name
Post	Post
Date	Date
On behalf of the member	On behalf of CEL

### **Schedule of Fees Payable (as at the date of this Agreement)**

Up to 200 units	£50
201 to 1,000 units	£100
1,001 to 3,000 units	£150
3,001 to 6,000 units	£350
6,001 to 10,000 units	£500
10,001 to 15,000 units	£750
15,001 plus units	£950
HouseMark members	Free of charge

The above fees are excluding VAT

### **Rules for the Central Billing Service (as at the date of this Agreement)**

1. The Central Billing Service (CBS) is a service administered by Collective Enterprises Limited (CEL) for the transmission by way of payment of sums due from Members to nominated suppliers for goods purchased by Members from nominated suppliers.
2. Members shall order goods direct from a nominated supplier and invoices or priced delivery notes will be issued to Members by the nominated supplier.
3. Within two weeks of receipt of any invoice issued to them by a nominated supplier a Member shall notify CBS of whether the invoice is disputed by them. All invoices shall be deemed approved unless notification of dispute is given to CBS in accordance with this rule.
4. Each Member shall resolve disputes directly with a nominated supplier and within three working days of any settlement shall notify CBS of the terms of settlement of any disputed invoice.
5. Each Member shall use the CBS to transmit all payments due for goods supplied to them by nominated suppliers.
6. Each Member shall keep their bank account in funds to meet all approved invoices issued to it and herewith submits a direct debit authority to their Bank authorising CEL to debit their bank account with the value of all such approved invoices.
7. CEL warrants that monies received from any Member to meet approved invoices will be held on Trust for that member until transmission to nominated suppliers.
8. If the Member fails to maintain sufficient funds in their account to meet the Direct Debit or revokes their mandate or otherwise causes the Direct Debit to fail to clear they shall be liable for a Direct Debit re-instatement fee (currently £26.50+ VAT).
9. Members who do not honour their Direct Debit commitments are liable to have their membership terminated.

## Contact Details

### Main Contact

Main contact within your organisation with regard to membership of PfH.

Name:	
Position:	
Address:	
Telephone:	
E-mail:	
Please indicate where you first heard about PfH:	

### Secure Members Website

Information relevant to PfH Members can be viewed in a password protected area of our website. On receipt of this form, a username and password will be allocated to the Main Contact and the Contact listed for each Product Area. The Members Website allows you to view and download monthly statements, and provides valuable information about PfH, the suppliers and the deals and prices available to Members.

### Subsidiaries/Associated Organisations

Please list any subsidiaries/associated organisations to be covered by this Agreement. If you wish a subsidiary or associated organisation to have a separate account, please complete an additional Agreement.

Organisation name/address	Organisation name/address
Organisation name/address	Organisation name/address
Organisation name/address	Organisation name/address

### Contact Details for Product Areas

Agreements are currently in place or will be launched soon for the Product Areas listed below. Please indicate the person responsible for each Product Area. We will instruct the PfH suppliers to contact the relevant people within your organisation, so that they can discuss the deals we have in place.

#### Office Supplies

<b>Name</b>		<b>Telephone</b>	
<b>Job Title</b>		<b>Email</b>	

#### Print Management

<b>Name</b>		<b>Telephone</b>	
<b>Job Title</b>		<b>Email</b>	

#### Energy Management

<b>Name</b>		<b>Telephone</b>	
<b>Job Title</b>		<b>Email</b>	

#### Telecommunications

<b>Name</b>		<b>Telephone</b>	
<b>Job Title</b>		<b>Email</b>	

#### Personal Computers

<b>Name</b>		<b>Telephone</b>	
<b>Job Title</b>		<b>Email</b>	

#### Photocopiers and Multifunctional Devices

<b>Name</b>		<b>Telephone</b>	
<b>Job Title</b>		<b>Email</b>	

#### Vehicle Fleet Management Services

<b>Name</b>		<b>Telephone</b>	
<b>Job Title</b>		<b>Email</b>	

**Contact Details for Product Areas Contd**

**Janitorial Supplies**

<b>Name</b>		<b>Telephone</b>	
<b>Job Title</b>		<b>Email</b>	

**Central Heating Supplies**

<b>Name</b>		<b>Telephone</b>	
<b>Job Title</b>		<b>Email</b>	

**Bathroom Components**

<b>Name</b>		<b>Telephone</b>	
<b>Job Title</b>		<b>Email</b>	

**Responsive Repairs**

<b>Name</b>		<b>Telephone</b>	
<b>Job Title</b>		<b>Email</b>	

**Kitchens and Components**

<b>Name</b>		<b>Telephone</b>	
<b>Job Title</b>		<b>Email</b>	

**Windows and Doors**

<b>Name</b>		<b>Telephone</b>	
<b>Job Title</b>		<b>Email</b>	

**Decorating Vouchers**

<b>Name</b>		<b>Telephone</b>	
<b>Job Title</b>		<b>Email</b>	

**Agency Labour**

<b>Name</b>		<b>Telephone</b>	
<b>Job Title</b>		<b>Email</b>	

**Work Wear and Personal Protective Equipment**

<b>Name</b>		<b>Telephone</b>	
<b>Job Title</b>		<b>Email</b>	

## Contact Details for Product Areas Contd

### Appliances

<b>Name</b>		<b>Telephone</b>	
<b>Job Title</b>		<b>Email</b>	

### Residential Furniture

<b>Name</b>		<b>Telephone</b>	
<b>Job Title</b>		<b>Email</b>	

### Rent and Bill Payment Cards

<b>Name</b>		<b>Telephone</b>	
<b>Job Title</b>		<b>Email</b>	

### Digital TV Reception Systems

<b>Name</b>		<b>Telephone</b>	
<b>Job Title</b>		<b>Email</b>	

### Postal Services

<b>Name</b>		<b>Telephone</b>	
<b>Job Title</b>		<b>Email</b>	

## Finance Contacts

Central Billing is an integral part of the PfH service, which creates administrative efficiencies for PfH Members. Once you have started trading with a supplier, a monthly statement will be available for download in a secure area of the website. Please enter details below of the staff who are to have access to this password protected area. Each month, an email will be sent to these members of staff to alert them that the monthly statement is ready to download. We would advise that you list more than one contact (up to a maximum of three), or a generic contact, to ensure that your statement is received on time.

### Main Finance Contact

<b>Name</b>		<b>Telephone</b>	
<b>Job Title</b>		<b>Email</b>	

### Additional Finance Contacts

<b>Name</b>		<b>Telephone</b>	
<b>Job Title</b>		<b>Email</b>	

<b>Name</b>		<b>Telephone</b>	
<b>Job Title</b>		<b>Email</b>	

### E-News

Each month, we issue an electronic Newsletter, which keeps Members informed of consortium activity, supplier news and other relevant material. The contacts you have already named will automatically receive the Newsletter. If there is anybody else within your organisation who should receive the Newsletter, please list their contact details below.

<b>Name</b>		<b>Telephone</b>	
<b>Job Title</b>		<b>Email</b>	

<b>Name</b>		<b>Telephone</b>	
<b>Job Title</b>		<b>Email</b>	

<b>Name</b>		<b>Telephone</b>	
<b>Job Title</b>		<b>Email</b>	

<b>Name</b>		<b>Telephone</b>	
<b>Job Title</b>		<b>Email</b>	

<b>Name</b>		<b>Telephone</b>	
<b>Job Title</b>		<b>Email</b>	



## Instruction to your Bank or Building Society to pay by Direct Debit

Please fill in the whole form using a ball point pen and send it to:

Collective Enterprises Limited Bleaklow House Howard Town Mill Glossop Derbyshire SK13 8HT
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Originator's Identification Number

9	4	0	8	7	0
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Membership Number for CEL use only

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Name(s) of Account Holder(s)


Reference Number For CEL use only

C	B	S																	
---	---	---	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Bank/Building Society account number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Branch Sort Code

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Name and full postal address of your Bank or Building Society

To: The Manager	Bank/Building Society
Address	
Postcode	

### Instruction to your Bank or Building Society

Please pay **Collective Enterprises Limited** Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with **Collective Enterprises Limited** and, if so, details will be passed electronically to my Bank/Building Society.

Signature(s)

Date

Banks and Building Societies may not accept Direct Debit Instructions from some types of account

DDI2

This guarantee should be detached and retained by the Payer.

#### The Direct Debit Guarantee



- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amounts to be paid or the payment dates change Collective Enterprises Limited will notify you 3-5 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by Collective Enterprises Limited or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.