

COULSON BUILDING GROUP SUBCONTRACT GENERAL TERMS & CONDITIONS

The sub-contract package will include the cost of the following:-

1. The Sub-Contractor shall with due diligence and in a good and workmanlike manner carry out and complete the Sub-Contract Works in accordance with the instructions and to the satisfaction of the Contractor. The Sub-Contractor shall be liable for and shall make good at his own expense any defects in the Sub-Contract Works for which he is responsible.
2. The Sub-Contractor shall be liable for and shall indemnify the Contractor against any liability incurred by the Contractor in respect of personal injury to or the death of any person, or in respect of loss of or damage to any property including the Sub-Contract Works, which is due to his negligence, breach of statutory duty, omission or default.
3. The Sub-Contractor shall maintain such insurance cover as is necessary to cover his liability under Clause 2. Documentary evidence that appropriate insurance is in place will be required before payments can be made.
4.
 - a) The Contractor shall pay to the Sub-Contractor, at the intervals stated in the Special Conditions, the total value of all work properly executed by the Sub-Contractor under these Conditions less any amounts previously paid and agreed or permitted deductions. Payments will only commence once the pink copy of this order has been signed by the Sub-Contractor and returned to the Contractor
 - b) No variations to the Sub-Contract will be paid unless a written instruction has been issued by the Contractor.
5. The Contractor may deduct from any sums due to the Sub-Contractor hereunder such sum as the Contractor is or may be liable to pay to the Construction Industry Training Board in respect of the Sub-Contractor's use by the Contractor under this Sub-Contract.
6. The Contractor and the Sub-Contractor shall respectively comply with the current law on tax deduction. The Contractor will check the Sub-Contractor's tax status with HMRC.
7.
 - a) The Sub-Contractor acknowledges that he is responsible for his own and his employees NI Contributions and indemnifies the Main Contractor in respect of any claims for payment of such Contributions.
 - b) The sub-contractor is also responsible for the supervision of labour carrying out the sub-contract work.
8. The Main Contractor shall not be liable for any claim made by the Sub-Contractor or his employees in respect of Statutory or Industry Sick Pay, holiday pay, guarantee payments or any expenses incurred in performance of the Sub-Contract.
9.
 - a) Unless parking is available on site, at the Contractor's discretion, the sub-contractor will make arrangements for and pay any costs for parking their own vehicles.
 - b) Except where at his discretion the Contractor makes plant available to the Sub-Contractor, the Contractor shall not provide any tools or equipment for use by the Sub-Contractor in carrying out the Sub-Contract Works.
10.
 - a) The sub-contractor will allow for unloading his materials and plant and carting them on site to the work location.
 - b) The Sub-Contractor shall comply with the Site Waste Management Plan and clear away all rubbish resulting from the execution of the Sub-Contract Works. On completion thereof, the Sub-Contractor shall remove from the site all his plant and tools, and shall leave clean and tidy all areas made available to him for the purpose of executing the Sub-Contract Works.
 - c) Unfixed materials will remain the sub-contractors responsibility until finally fixed into the works.
11.
 - a) The Sub Contractor shall comply with all obligations imposed upon him by statute or common law, and in particular with SAFETY REGULATIONS and supply his own Health and Safety equipment, and where required sign a certificate stating that he has read The Contractor's Health and Safety Policy and Fire Precautions.
 - b) Where required, the sub-contractor will comply with the CDM 2015 regulations.
 - c) Supplying risk assessments and method statements if applicable for the sub-contract works.
 - d) The sub-contractor and his employees will comply with the 'Site Rules'.
 - e) The sub-contractor will comply with all aspects of the Site Environmental Management Plan, Site Waste Management Plan Environmental Guidance and operating procedures including ensuring all his employees attend site inductions and Toolbox Talks covering Health, Safety, Environment and Quality issues
12. The Sub-Contractor will be required to produce all certificates to show that his plant and equipment have been tested within the statutory periods
13. The Sub-Contractor may, subject to the prior written consent of the Contractor, assign this Sub-Contract or sub-let the execution of the Sub-Contract Works or of any part or parts thereof.
14. This Sub-Contract shall forthwith be automatically determined if the Contractor's employment under his Contract is determined or the Sub-Contractor becomes bankrupt. The Contractor may forthwith by notice determine this Sub-Contract if the Sub-Contractor fails to comply with these Conditions or to maintain reasonable progress in the execution of the Sub-Contract Works.
15. The Sub-Contract shall terminate on the date specified at "FINISH DATE", or any other agreed date. The Sub-Contractor is responsible for any contractual or Statutory notice that should be issued to his employees and indemnifies the Main Contractor in respect of any claims made by his employees.
16. When the Sub-Contractor is supplying materials he will comply in all ways with the specification.
17. The Sub-Contractor will provide, when required all As Fitted Drawings, Manuals, Operating Instructions and test Certificates by the date specified by the Contractor.
18. The Contractor is the Coulson Building Group Company shown on the front of this order/enquiry.
19. The Sub-Contractor will comply with the Contractor's Statement of Non-Collusion.