

## COULSON BUILDING GROUP SUBCONTRACT GENERAL TERMS & CONDITIONS

The Subcontract package will include the cost of the following:

1. The Subcontractor shall with due diligence and in a good and workmanlike manner carry out and complete the Subcontract Works in accordance with the instructions and to the satisfaction of the Contractor. The Subcontractor shall be liable for and shall make good at their own expense any defects in the Subcontract Works for which he is responsible.
2. The Subcontractor 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 Subcontract Works, which is due to their negligence, breach of statutory duty, omission or default.
3. The Subcontractor shall maintain such insurance cover as is necessary to cover their 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 Subcontractor, at monthly intervals (unless agreed otherwise), the total value of all work properly executed by the Subcontractor under these Conditions less any amounts previously paid and agreed or permitted deductions. Payments will only commence once a copy of this order has been signed by the Subcontractor and returned to the Contractor. First invoice due after the first month and all will be paid 30 days from receipt.
  - b) No variations to the Subcontract will be paid unless a written instruction has been issued by the Contractor.
  - c) Retention will be deducted in accordance with the special conditions on the order.
5. The Contractor may deduct from any sums due to the Subcontractor hereunder such sum as the Contractor is or may be liable to pay to the Construction Industry Training Board in respect of the Subcontractor's use by the Contractor under this Sub-Contract.
6. The Contractor and the Subcontractor shall respectively comply with the current law on tax deduction. The Contractor will check the Subcontractor's tax status with HMRC.
7.
  - a) The Subcontractor acknowledges that they are responsible for their own and their employees NI Contributions and indemnifies the Main Contractor in respect of any claims for payment of such Contributions.
  - b) The Subcontractor is also responsible for the supervision of labour carrying out the Subcontract work.
8. The Main Contractor shall not be liable for any claim made by the Subcontractor or their employees in respect of Statutory or Industry Sick Pay, holiday pay, guarantee payments or any expenses incurred in performance of the Subcontract.
9.
  - a) Unless parking is available on site, at the Contractor's discretion, the Subcontractor 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 Subcontractor, the Contractor shall not provide any tools or equipment for use by the Subcontractor in carrying out the Subcontract Works.
10.
  - a) The Subcontractor will allow for unloading their materials and plant and carting them on site to the work location
  - b) The Subcontractor shall comply with the Site Waste Management Plan and clear away all rubbish resulting from the execution of the Subcontract Works. On completion thereof, the Subcontractor shall remove from the site all their plant and tools and shall leave clean and tidy all areas made available to him for the purpose of executing the Subcontract Works.
  - c) Unfixed materials will remain the Subcontractors responsibility until finally fixed into the works.
11.
  - a) The Subcontractor 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 they have read The Contractor's Health and Safety Policy and Fire Precautions.
  - b) Where required, the Subcontractor will comply with the CDM 2015 regulations.
  - c) Supplying risk assessments and method statements if applicable for the Subcontract works
  - d) The Subcontractor and their employees will comply with the 'Site Rules
  - e) The Subcontractor will comply with all aspects of the Site Environmental Management Plan, Site Waste Management Plan Environmental Guidance and operating procedures including ensuring all their employees attend site inductions and Toolbox Talks covering Health, Safety, Environment and Quality issues
12. The Subcontractor will be required to produce all certificates to show that their plant and equipment have been tested within the statutory periods
13. The Subcontractor may, subject to the prior written consent of the Contractor, assign this Subcontract or sub-let the execution of the Subcontract Works or of any part or parts thereof.
14. This Subcontract shall forthwith be automatically determined if the Contractor's employment under his Contract is determined or the Subcontractor becomes bankrupt. The Contractor may forthwith by notice determine this Subcontract if the Subcontractor fails to comply with these Conditions or to maintain reasonable progress in the execution of the Subcontract Works.
15. The Subcontract shall terminate on the date specified at "END DATE", or any other agreed date. The Subcontractor is responsible for any contractual or Statutory notice that should be issued to their employees and indemnifies the Main Contractor in respect of any claims made by their employees.
16. When the Subcontractor is supplying materials, they will comply in all ways with the specification.
17. The Subcontractor will provide, when required all As Fitted Drawings, Manuals, Operating Instructions and test Certificates by the date specified by the Contractor.
18. The Subcontractor will comply with the Contractor's Statement of Non-Collusion and Modern Slavery Act.
19. The Contractor is the Coulson Building Group Company shown on the front of this order/enquiry.