

COULSON BUILDING GROUP SUBCONTRACT GENERAL TERMS & CONDITIONS

These Terms and Conditions apply to all work undertaken by the Subcontractor under this Subcontract Order:

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. Where the Subcontractor fails to proceed regularly and diligently with the Subcontract Works, or otherwise breaches its obligations under this Subcontract, and the Contractor incurs or is likely to incur direct loss and/or expense as a result (including any costs reasonably anticipated to be required to prevent delay, maintain programme progress, or meet obligations under the main contract), the Contractor shall be entitled to recover or withhold such direct loss and/or expense from the Subcontractor.
5. If, in the opinion of the Contractor, the Subcontractor fails to provide adequate labour or supervision, or otherwise endangers the completion of the Works, the Contractor may (without prejudice to any other rights or remedies) give written notice requiring improvement within a stated period. Should the Subcontractor fail to take satisfactory action thereto, the Contractor may employ and pay others to carry out any part of the Subcontract Works as may be necessary to maintain progress or complete the Works, and all reasonable costs, losses and expenses incurred shall be recoverable from the Subcontractor or may be deducted from any monies due or to become due under this Subcontract.
6.
 - a) The Contractor shall pay to the Subcontractor, at monthly intervals or in accordance with the Payment Schedule issued with or subsequently under this Subcontract (whichever applies), 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. Unless otherwise stated in the applicable payment schedule, payment shall be made within thirty (30) days from the date of receipt of a valid invoice.
 - 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.
 - d) Where the Contractor fails to pay any amount properly due within 7 days of the final date for payment, the Subcontractor may suspend performance after giving a further 7 days' written notice.
7.
 - a) Dayworks shall only be carried out when authorised in writing by the Contractor, with daywork sheets completed daily and signed by the Subcontractor and Site Manager to confirm attendance only, such signature does not constitute acceptance of cost, quantity, or entitlement.
 - b) The Contractor reserves the right to review, amend, or reject any claimed dayworks where:
 - prior written instruction was not obtained,
 - records do not match site attendance or progress logs, or
 - the work is already included elsewhere in the Subcontract.
 - c) Valuation of accepted dayworks will be at net cost of labour, plant, and materials plus agreed percentage additions for overheads and profit.
8.
 - a) Where the Subcontractor is responsible (or takes on the responsibility) for any design, specification, coordination or detailing in connection with the Subcontract Works, the Subcontractor shall exercise the reasonable skill, care and diligence to be expected of a competent professional designer experienced in works of a similar type, scope and complexity.
 - b) The Subcontractor warrants to the Contractor that any such design shall comply in all respects with the requirements of this Subcontract, all applicable statutory requirements, British Standards, the Building Regulations, and any relevant client or consultant-provided performance criteria.
 - c) Any loss, delay or disruption arising from design errors, omissions or discrepancies within the Subcontractor's design, specification, or coordination responsibilities shall be treated as a breach of this Subcontract and recoverable by the Contractor as direct loss and/or expense under these Conditions.
9.
 - a) If the Subcontractor is delayed in completing the Subcontract Works due to the Contractor's instructions, omissions, or delays; provided written notice is given within 7 days of becoming aware of the delay (failing which the Subcontractor shall not be entitled to any extension of time), then the Subcontractor shall be entitled to a reasonable extension of time.
 - b) Where delay or disruption is not the fault of the Subcontractor or force majeure, and results in demonstrable additional cost, the Subcontractor may submit a claim for reasonable loss and expense.
10. 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.
11.
 - a) 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.
 - b) Where the Subcontractor is registered with Net CIS status, all applications for payment or invoices must include a clear breakdown of labour, materials, and third-party plant hire costs, and must be supported by copies of the relevant supplier or hire invoices and delivery notes evidencing the actual direct cost of those items.
 - c) If satisfactory evidence is not provided at the time of application or invoice submission, the Contractor shall be entitled to deduct CIS tax from the full value of the payment without further notice.

12.
 - a) The Subcontractor acknowledges that they are responsible for their own and their employees NI Contributions and indemnifies the 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.
13. The 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.
14.
 - 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.
15.
 - 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 them for the purpose of executing the Subcontract Works.
 - c) Unfixed materials will remain the Subcontractors responsibility until finally fixed into the works.
16.
 - a) The Subcontractor shall comply with all obligations imposed upon them by statute or common law, and in particular with SAFETY REGULATIONS and supply their 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) The Subcontractor shall supply 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.
17. The Subcontractor will be required to produce all certificates to show that their plant and equipment have been tested within the statutory periods.
18. 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.
19. 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.
20. 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 Contractor in respect of any claims made by their employees.
21. When the Subcontractor is supplying materials, they will comply in all ways with the specification.
22. The Subcontractor will provide, when required all As Fitted Drawings, Manuals, Operating Instructions and test Certificates by the date specified by the Contractor.
23. The Subcontractor will comply with the Contractor's Statement of Non-Collusion and Modern Slavery Act.
24. The Contractor is the Coulson Building Group Company shown on the front of this order/enquiry.
25. Any dispute arising under this Subcontract may be referred by either party to adjudication.
26. Neither party shall be liable for delay or failure to perform obligations due to circumstances beyond their reasonable control (force-majeure), including but not limited to extreme weather, strikes, pandemics, or regulatory action. The affected party shall notify the other in writing as soon as reasonably practicable.