

Dixon Group Limited Incorporating Dixon Integrated Services Limited, Dixon Facilities Management Limited & Dixon MEP Limited, Contract Particulars, Preambles,

Terms and Conditions for Sub-contractors and Suppliers (2021 Edition)

1. Interpretation

1.1 In these Conditions the following words shall have the following meanings:

Business Day	means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business
Client	means the Main Building Contractor and or the Beneficiary of the completed works
Company	means Dixon Group Limited (incorporating Dixon Integrated Service's Limited, Dixon Facilities Management Limited & Dixon MEP Limited) of 14 Henry Boot Way, Priors Park, Hull HU4 7DY
Conditions	means these terms and conditions as amended from time to time
Contract	means the contract between the Company and the Contractor for performance of the Works in accordance with these Conditions and the Contract Specification, as the same may be amended from time to time by agreement in writing between the parties
Contract Price	means the price for the Works as set out in or calculated in accordance with the Contract Specification
Contract Specification	means the specification for the Works including all drawings appended to the specification or the Contract
Contractor	means the person, firm or company the Company has appointed to perform the Works
Contractor Materials	means all designs, drawings, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Works including any addition or revisions of them
Deleterious	means materials that are generally accepted or suspected in the construction industry as posing a threat to the health and safety of any person; the structural stability, performance or physical integrity of the Works or any part or component of them; or likely to reduce the normal life expectancy of the Works or any part or component of them; or not being in accordance with any relevant British Standard, code of practice, good building practice or any applicable agreement certificate issued by the British Board of Agreement; or having been supplied or placed on the market in breach of Statutory Requirements
Site	means the site where the Works are to be performed

Statutory Requirements

means any statute, statutory instrument, regulation, rule or order made under any statute or directive in force from time to time which affects the Works or obligations under the Contract and any policy, regulation or bye-law of any local authority or statutory undertaking which is applicable to the Works

Works

means the Works, being supply and installation of a heating, ventilation, electrical or other system including all associated goods and materials, as set out in the Contract Specification and as may be amended from time to time in accordance with these Conditions

Acceptance

means accepting the Companies Instruction and order, the Contractor agrees to all clauses set forth within this document along with all other documentation that has been issued to the Contractor from the Company. The Contractor has 5 Working Days from document issue date, to contest or request changes. A request will be issued to the Company from the Contractor through written dialogue and delivered through means of email or postal service. From the 6th working day of the document issue date, the Company will not accept or entertain any requests from the Contractor, rendering the clauses and documentation binding

1.2 In these Conditions:

- 1.2.1 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- 1.2.2 a reference to a party includes its successors or permitted assigns;
- 1.2.3 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

2. Contractor's obligations**2.1 The Contractor shall:**

- 2.1.1 carry out and complete the Works in a proper and workmanlike manner to the highest standard with not less than reasonable care and skill and in compliance with the Contract Specification, Contract Design, Contract pre Construction Tender Documentation, these Conditions and all Statutory Requirements;
- 2.1.2 where the Works comprise any design work:
 - (a) exercise all the reasonable skill, care, diligence and professionalism, to be expected of a qualified and experienced person undertaking design of works similar in scope and character to the Works. All works will be completed to the highest standards with attention to detail and quality being of the highest order ; and
 - (b) be fully responsible in all respects for the design, have an active Insurance Policy covering the works to be completed along with a minimum £5m Insured Cover for any one occurrence. Required Insurances are, but not limited to, Professional

Indemnity, Contractors All Risk, Employers Liability, Public Liability and Products Liability

- 2.1.3 comply with the requirements of the Site for contractors working at the Site and of any manual or guidance for contractors issued by the Company or any other person to the Contractor and any revisions of the same; and
- 2.1.4 upon request from the Company supply without charge to the Company copies of all Contractor Materials, including but not limited to, Designs (both hard copy and electronically issued) (in PDF, REVIT & DWG Format), Specifications, All requested Health & Safety Documentation, All Accreditations, All Training Records, Insurances, Test Certification, Operational & Maintenance Manuals, Variation Requests, and Substantiation of Works. Failure to issue this documentation could result in delays to payment (s). It is the Contractors obligation and responsibility to issue Dixon Group Limited all relevant Documentation that has been renewed throughout the course of the year. Expired documentation could delay payment (s). All Documentation should be issued to Dixon Group Limited on but no limited to an annual basis, and or before works commence
- 2.1.5 Clause 2.1.1 set forth within these terms and conditions will be followed, within the rare circumstances that a design may in the professional opinion of the Contractor and or the Contractors personnel not meet current regulations, issued specification, issued pre-construction tender information, statutory regulations, and industry standards or in the professional opinion of the Contractor or the Contractors personnel, the works could be completed in a different manner to limit risk and to improve efficiency of both the system and the installation time, they are obliged to raise this with the Company and await further instruction before progressing
- 2.1.6 The Contractor assures the Company that all Contractor personnel are qualified and competent to complete the works to which the Contractor is responsible, and that all personnel have the required qualifications to meet statutory regulations and Law. These are but not limited to NVQ's, City & Guilds, 18th Edition, GasSafe, NEBOSH, IOSH, IENG, FGAS etc. The Contractor will indemnify the Company against any claim issued to the Company due to Clause 2.1.6 not being adhered to. Qualifications will be issued to the Company before any works commence. The Contractor confirms to the Company by means of acceptance of this document, that works will only be completed by those that are trained and by those that hold relevant qualifications. Qualifications listed within is not an exhaustive list, it is the Contractors sole responsibility to ensure all personnel hold the correct qualifications for the works that are to be completed, whether listed or not
- 2.1.7 The Contractor assures the Company that the Contractor, Contractor Business, Contractor Parent Company, Contractor subsidiary holds the relevant Accreditations with Accredited Organisations for works that are to be completed. These are but not limited to, NICEIC, GasSafe, FGas, Water Regulations, CHAS, Safe Contractor along with all other Industry and statutory Accreditations that are required to complete the works. The Contractor agrees to indemnify the Company against any claim served to the Company due to Clause 2.1.7 not being adhered to
- 2.2 All goods and materials used for the Works shall meet any quality standards specified in the Contract Specification or if no such standards are specified shall be to a standard appropriate for the Works and for the avoidance of doubt the Contractor shall not specify or use any materials for the Works that are Deleterious. All goods and materials will be tested and carry a certified British Standard (BS) Certificate, Adhere to all standards set forth from the Health & Safety Executive and be of the highest quality. All goods and materials will be issued and installed from manufacturers named within the issued but not limited to the Pre Construction Tender Package and documents

within, the M&E Contract Specification, Schedules, Architect Specifications, Addendums, Design Drawings etc.

- 2.3 The Contractor shall not sub-contract any part of the Works without the Company's prior written consent. In no case shall any such consent or any sub-contracting in any way affect or diminish the Contractor's obligations under the Contract.
- 2.4 The Contractor shall comply with all instructions given by the Company. If the Contractor fails to comply with such instructions which, in the reasonable opinion of the Company, are necessary for the performance of the Works in accordance with the Contract, the Company may terminate the Contract by notice and without any liability to the Contractor and employ and pay other persons to carry out the Works. The Contractor shall be liable for any additional costs incurred by the Company.
- 2.5 The Contractor grants to the Company, an irrevocable, non-exclusive, royalty-free licence with the right to sub-license to copy and make full use for all purposes of all Contractor Materials prepared by or on behalf of the Contractor relating to the Works. The licence shall be transferrable to any party without the Contractor's consent.
- 2.6 Where the Contractor has had an opportunity to inspect the physical conditions and other conditions of or affecting the Site, including any existing structures, the Contractor shall be deemed to have fully acquainted itself with the same and to have obtained all necessary information as to risks, contingencies and all other circumstances which may influence or affect the execution of the Works. No failure of the Contractor to discover or foresee any such condition, risk, contingency or circumstance, whether the same ought to have been reasonably foreseen or not shall entitle the Contractor to any extension of time or an increase in the Contract Price.
- 2.7 The Contractor acknowledges that the Works may be located within a live production environment and when carrying out the Works the Contractor and any employee, sub-contractor or associated persons must comply with any and all requirements specified in the Contract Specification and any other such requirements notified to the Contractor by the Company from time to time. All Client & Company Health & Safety procedures will be followed and abided at all times
- 2.8 Title to all goods/materials and other materials used for the Works shall pass to the Company on delivery to the Site. The responsibility of these goods will remain the responsibility of the Contractor until Practical Completion. Any Damage, loss or theft of the goods/materials and associated costs for replacement will be the responsibility of the Contractor. The Contractor indemnifies the Company against any costs of replacement goods/materials throughout the term of the contract until Practical Completion is obtained
- 2.9 The Contractor shall obtain all warranties available from manufacturers and suppliers of all goods and materials forming part of the Works and ensure that the same are issued in favour of the Company or as it shall direct.
- 2.10 If so requested by the Company, the Contractor shall forthwith execute a collateral warranty (in such form as shall be supplied by the Company) in favour of any third party notified by the Company.
- 2.11 Failure by the Contractor to obtain warranties as described in condition 2.9 or to supply a collateral warranty in accordance with condition 2.10 shall allow the Company to withhold any part of the Contract price that relates to the Works.

3. Completion and Delays

- 3.1 The Works shall be commenced on and shall be completed by the respective dates stated in the Contract Specification and subsequent Programme of Works save that the Company shall be entitled by notice to the Contractor to suspend the commencement and/or completion of the Works at its discretion and to adjust the commencement date and completion date for the Works accordingly. The Contractor Indemnifies the Company against any financial loss due to program and commence delays.
- 3.2 If it becomes apparent that the Works will not be completed by the completion date specified in the Contract Specification the Contractor shall promptly notify the Company. Where the delay is caused for reasons beyond the control of the Contractor, such as compliance with an instruction of the Company, that are not occasioned by any error, omission, negligence or default of the Contractor (or any parties employed by, engaged, connected or associated to the Contractor) the Contractor shall be granted a reasonable extension of time by the Company and the completion date shall be varied accordingly provided that no extension of time shall be granted where the delay is concurrent with another delay for which the Contractor is responsible. Any potential delays will be notified to the Company by means of an Early Warning Notice. The notification will be issued to the Company from the Contractor as per Clause 3.5 of this document
- 3.3 The Company acting reasonably shall notify the Contractor where in its opinion the Works have reached practical completion provided that no such confirmation shall diminish or relieve the Contractor from any obligations or liabilities under the Contract.
- 3.4 The Company may, at times before and during the contracted works require a detailed programme of works from the Contractor that clearly highlights and informs the Company & the Client of estimated installation times. The completion of the programme of works will in no way increase the contract value due to the Contractor as it is deemed to be included within the contract value that this document refers.
- 3.4.1 The programme of works issued by the Contractor is for Company and Client planning and should not be referred to by the Contractor throughout the course of the contract. The official programme of works issued by the Client will be followed at all times
- 3.5 It is the Contractors responsibility to issue Early Warning Notices to the Company when they foresee delays to the contracted works due to Client and or Companies, incomplete works and or lack of instruction. The Company will, if not issued with an Early Warning Notice from the Contractor, assume works are as per client programme and scheduled with no delays and thus, the completion date is not affected
- 3.6 The Contractor is bound by the contract issued to the Company by the Client and all clauses within in respect, but not limited to Liquidated Damages and or reimbursement due to the agreed Contract Completion date not being fulfilled by the Contractor. The contract which, the Company and the Contractor are bound can be issued to the Contractor upon request.
- 3.6.1 The Company will charge the Liquidated Damages sum as set forth in the Company - Client Contract to the Contractor along with 15% of the Liquidated Damages added to cover Company administration costs
- 3.6.2 The Sub-Contractor acknowledges that it has seen the sections of the Main Contract that are relevant to the sub-contractor works in whatever form it is embodied and acknowledges that it is aware of its terms

- 3.7 Practical Completion is not deemed achieved upon completion of the Contractor works, Practical completion will be deemed achieved upon the issue of a Practical Completion Certificate issued from the Client to the Company

4. Defects

If any defects or other faults in the Works appear within the period of 12 months (or the stated defects period as highlighted within the Contract between the Client & the Company) from the practical completion certificate issued from the Client to the Company of the works to which the Works relate the Company shall notify the Contractor who shall within the timescales specified by the Company (or promptly if not so specified) make good such defects and other faults at the Contractor's cost unless the Company instructs the Contractor that it or another person will carry out the remedial works and any such costs incurred by the Company will either be deducted from any part of the Contract Price then due to the Contractor or shall be claimed as a debt due from the Contractor.

- 4.1 The Contractor indemnifies the Company against any costs issued to the Company from the Client in terms of defective works that the Contractor is responsible.
- 4.2 The Contractor acknowledges that it will reimburse the Company for defective works and works associated with defective works. All costs issued to the Contractor will carry 15% Company administration fee

5. Instructions and Variations

- 5.1 Upon the issue of any instructions by the Company requiring an addition to or omission from the Works the Contractor shall promptly inform the Company of the effect on the Contract Price and the programme for the Works and provide the Company with supporting evidence as reasonably required by the Company. The Contractor shall price the variation to the Works on a fair and reasonable basis having regard to the prices used to calculate and agree the original Contract Price.
- 5.2 The Contractor shall carry out the instructions referred to in condition 5.1 above promptly upon written approval by the Company of the change in the Contract Price and the programme for the Works.
- 5.3 The Contractor shall not be entitled to any extension of time or increase in the Contract Price where any instructions are occasioned by any error, omission, negligence or default of the Contractor or any parties employed by, engaged, connected or associated to the Contractor.
- 5.4 The Contractor will not complete works on the basis of a verbal instruction from the site team. This could result in none payment. The Contractor will be issued a written instruction from the Company highlighting the works and the agreed reimbursement before any works are completed.
- 5.5 The Company will not suffer any loss due to errors made by the Contractor. Errors at Pre-Construction stage does not constitute a variation/reimbursement event.
- 5.6 The Contractor agrees and acknowledges that all variation sums will be included within the Contractors payment request within the calendar month that the variation to contract works were completed. Failure to include sums within the correct calendar month may result in sums being delayed and or disregarded

6. Contract Price and Payment

- 6.1 The Contract Price shall not be capable of change, save as set out in these Conditions.

- 6.2 The correct VAT will be added by the Contractor to all payment requests. It is the responsibility of the Contractor to ascertain the VAT Status. Incorrect payment requests could slow payment
- 6.2 The Contract Price shall be paid in accordance with the payment terms set out in the Main Contract. .If no payment terms are specified in the Contract Specification, the payment request shall be paid (minus payless notices) by the Company within [30] days following practical completion of the Works. All payment dates are calculated from the last date in the calendar month and not of that the Invoice/Application issue date (see Clause 3.7 – Practical Completion)
- 6.3 Upon the due date for payment of any part of the Contract Price pursuant to the agreed payment terms the Contractor shall make an application to the Company for payment due for work properly executed in accordance with the Contract and supply all supporting evidence as well as any further evidence reasonably required by the Company. The Company shall not become liable to make any payment until the Company has received the Contractor's payment application.
- 6.4 The Company shall pay the Contractor the amount(s) due pursuant to condition 6.3 unless the Company serves a pay less notice pursuant to condition 6.5 in which case the Company shall pay the Contractor the amount (if any) specified in the pay less notice.
- 6.5 The Company reserves the right to pay less than the sum specified in the payment application issued by the Contractor and may serve a pay less notice on the Contractor at any time up to one day before the due date for payment. Any pay less notice shall specify the amount the Company considers is due and the basis on which that sum is calculated.
- 6.6 The Company shall be entitled to retain 5% from any payments due to the Contractor under the Contract, with no fiduciary obligation being owed to the Contractor, and such retention will become due to the Contractor upon the date of making good of defects pursuant to condition 4.2.
- 6.7 The Contractor will issue all payment requests to the Company in line with payment schedule listed within the Main Contract. If no schedule is present then the Contractor will issue to the Company, payment requests, no later than the 25th day of each calendar month. Failure to abide with Clause 6.1, 6.2, 6.3, 6.4, 6.5, 6.6, & 6.7 will result in payment delays. Payment requests issued after the 25th of the calendar month will be processed on the 25th day of the proceeding calendar month with payment dates being from the proceeding month end as set forth in clause 6.2 and the proceeding calendar month and not that of the calendar month to which the payment request refers

7. Liability and Insurance

- 7.1 Nothing in these Conditions shall limit or exclude either party's liability for:
- 7.1.1 death or personal injury caused by its negligence, or the negligence of its employees: or
- 7.1.2 fraud or fraudulent misrepresentation.
- 7.2 The Contractor shall be liable for, and shall indemnify the Company against any expense, liability, loss, claim and proceedings whatsoever in respect of personal injury to or death of any person and any loss, injury or damage whatsoever to any real or personal property arising out of or in the course of or by reason of the carrying out of the Works, unless such loss arises as a direct result of the Company's actions or neglect.
- 7.3 The Contractor shall maintain and require all sub-contractors to maintain public liability insurance for an amount of at least £5,000,000 (five million pounds) for any one claim for the full duration of the Works and will supply evidence of the same upon request to the Company.

- 7.4 The Contractor shall maintain professional indemnity insurance on customary and usual terms at the level stated in the Contract Specification, if not listed within the Contract Specification, at a minimum value of £5m for any one occurrence for a period of 6 years from the date of practical completion of the Works and will supply evidence of the same upon request to the Company.
- 7.5 The Company shall not at any time be liable to the Contractor for any loss of profit, loss of goodwill, loss of business, loss of business opportunity, increased costs or additional expenditure or other similar losses or for any type of indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation arising out of any breach of the Contract or otherwise.
- 7.6 The Company's entire liability to the Contractor in contract, tort (including negligence), misrepresentation (other than fraudulent misrepresentation) or otherwise arising out of in connection with the Contract shall be limited to a sum equal to the Contract Price.
- 7.7 The Contractor agrees to pay the Company all financial losses that occur due to Contractor negligence along with all Company administration costs. The Contractor acknowledges that they will reimburse by means of financial reimbursement the Company due to loss of business, loss of reputation due to Contractor negligence. Reimbursement will be calculated at a fair and reasonable rate in line with the loss.

8. Termination

- 8.1 The Company may immediately terminate the Contract at any time in its absolute discretion by serving written notice on the Contractor.
- 8.2 The Company may immediately terminate the Contract by serving written notice on the Contractor if:
- 8.2.1 the Contractor is in material breach of its obligations under the Contract and fails to remedy the breach within a reasonable period of time specified by the Company;
 - 8.2.2 the Contractor suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or has any partner to whom any of the foregoing apply;
 - 8.2.3 the Contractor reschedules any of its debts, or enters into any compromise or arrangement with any of its creditors;
 - 8.2.4 a notice, resolution or an order is made, for the winding up of the Contractor;
 - 8.2.5 an order is made for the appointment of an administrator, or a notice of intention to appoint an administrator is given, or an administrator is appointed in respect of the Contractor;
 - 8.2.6 a third party becomes entitled to appoint a receiver or administrative receiver over all or any of the Contractor's assets (or an appointment is made in relation to the same);
 - 8.2.7 being an individual, the Contractor is the subject of a bankruptcy petition or order;
 - 8.2.8 any event occurs that has an effect equivalent or similar to any of the events mentioned in paragraphs (a) to (f) above (inclusive);

- 8.2.9 the Contractor suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- 8.2.10 the Contractor or any person employed by, engaged, connected or associated with the Contractor has committed an offence under the Bribery Act 2010.
- 8.3 Upon termination of the Contract, the Contractor shall immediately cease carrying out the Works and shall leave the Site and the Company may take possession and at its discretion employ and pay other persons to carry out the Works.
- 8.4 In the event that the Contract is terminated pursuant to conditions 8.1 or 8.2 the Company shall pay the Contractor for all Works undertaken in accordance with the Contract up to the date of termination and the Contractor shall submit a payment application in accordance with condition 6.
- 8.5 In the event that the Contract is terminated pursuant to condition 2.4 or 8.2:
 - 8.5.1 the Contractor shall immediately cease to perform the Works;
 - 8.5.2 the Company may use any temporary buildings, plant, tools, equipment and site materials of the Contractor that remain on Site;
 - 8.5.3 no further sum shall become due to the Contractor, or payable if such sums have already become due, until completion of the Works and making good of any defects. As soon as reasonably practicable after the same, the Company will assess the cost and expenses of procuring a replacement contractor and any direct loss and/or damage caused to the Company as a result of the termination of the Contract or otherwise and if such an amount exceeds any amount due or payable to the Contractor, the Contractor shall promptly pay the Company the difference as a debt due, or if the amount is less the Company will pay the Contractor the difference.
- 8.6 The rights of the Company under condition 8.5, are without prejudice to any other rights and remedies available to the Company under the Contract or at law.

9. Force Majeure

The Company reserves the right to defer the commencement date for the Works or the extent of the Works or to cancel the Contract if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Company including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

10. Disputes

- 10.1 If any dispute or difference arises under the Contract, directors or other senior representatives of the parties with authority to settle the dispute shall, within 20 days of a notice from one party to the other, meet in a good faith effort to resolve the dispute or difference.
- 10.2 If the dispute is not resolved at the meeting referred to in condition 10.1 the parties shall give consideration to any request by the other to refer to mediation.
- 10.3 Notwithstanding any other provision of the Contract either party may refer a dispute arising under the Contract to adjudication under Part I of the Scheme for Construction Contracts (England and Wales) Regulations, which Part shall take effect as if it was incorporated into this condition 10.3.

11. General

- 11.1 The Contractor shall not be entitled to assign or otherwise transfer the Contract in whole or in part without the prior written consent of the Company. The Company shall be free to assign the Contract and to sub-contract its obligations in the Contract.
- 11.2 Any delay by the Company in enforcing the provisions of the Contract shall not prejudice or restrict its rights and any waiver of rights by the Company shall not operate as a waiver of any subsequent breach and any right, power or remedy conferred upon or reserved for the Company in the Contract shall be exclusive of any other right, power or remedy available to the Company and each such right, power or remedy shall be cumulative.
- 10.3 The Contract constitutes the entire contract between the parties and, except in the case of fraud or fraudulent misrepresentation, supersedes all prior agreements, arrangements and undertakings between the parties relating to the subject matter of the Contract. No addition to or modification of any provision of the Contract shall be binding upon the parties unless made in writing and signed by a duly authorised representative of each of the parties.
- 11.4 The headings to the conditions of these Conditions are for ease of reference only and shall not affect the interpretation or construction of the Contract.
- 11.5 In the event that any provision of the Contract is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the parties shall amend that provision in such reasonable manner as achieves the commercial intention of the parties without illegality or at the discretion of the Company it may be severed from the Contract and the remaining provisions of the Contract shall remain in full force and effect.
- 11.6 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute either party the agent of the other party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 11.7 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs provided that each party may disclose such information to its own employees, sub-contractors and advisers (provided they are subject to the same confidentiality obligations) or as may be required by law.
- 11.8 Nothing in this Agreement confers on any party other than the Contractor any benefit or any right to enforce any of the terms of this Agreement.
- 11.9 All notices which are required to be given under the Contract shall be in writing and sent to the address for the recipient party contained in the Contract or such other address as the recipient party may designate by notice given in accordance with this condition 10.9. Any such notice may be delivered personally or by first-class post or facsimile and shall be deemed to have been served if by hand when delivered, if by first-class post on the second Business Day after posting and if by facsimile 24 hours after transmission provided that a confirmatory copy is sent by first class post in accordance with this condition 10.9.
- 11.10 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

12. Health & Safety

- 12.1 The Contractor confirms to the Company that all works will be completed in line with, The Health & Safety at Work Act 1974, Confined Spaces Regulations 1997, Construction (Design and Management) Regulations 2015, Control of Asbestos Regulations 2012, Control of Noise at Work Regulations 2005, Control of Substances Hazardous to Health (Amendment) Regulations 2003, Control of Substances Hazardous to Health (Amendment) Regulations 2004, Control of Vibration at Work Regulations 2005, Electricity at Work Regulations 1989, Gas Safety (Installation and Use) Regulations 1998, Gas Safety (Management) Regulations 1996, Gas Safety (Rights of Entry) Regulations 1996, Health and Safety (Display Screen Equipment) Regulations 1992, Health and Safety (First- Aid) Regulations 1981, Health and Safety Information for Employees (Amendment) Regulations 2009, Health and Safety Information for Employees (Modifications and Repeals) Regulations 1995, Lifting Operations and Lifting Equipment Regulations 1998, Management of Health and Safety at Work Regulations 1999, Manual Handling Operations Regulations 1992, Personal Protective Equipment (Enforcement) Regulations 2018, Pressure Systems Safety Regulations 2000, Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013, Work at Height (Amendment) Regulations 2007, Workplace (Health, Safety and Welfare) Regulations 1992, The Confined Spaces Regulations 1997 and all other Safety Legislation that the works are governed.
- 12.2 The Contractor agrees to Indemnify the Company against any claim (s) due to the Contractor not adhering to the Health & Safety Acts as mentioned but limited to within this document. The Contractor agrees to pay the Company all admiration fees linked to any claims
- 12.3 The Contractor agrees to financially reimburse the Company for loss of work, loss of reputation and general losses due to the Contractors negligence
- 12.4 The Contractor will issue to the Company a detailed and specific Risk Assessment, Method Statement and Safe Systems of Work before any works commence. The Contractor acknowledges that failure to abide by clause 12.4 could result in payment delays. Delays to programme of works due to the Contractor not abiding with Clause 12.4. The Contractor will pay the Company for any losses due to clause 12.4 not being followed and acknowledge that 15% Company administration will be added and paid.
- 12.5 The Contractor agrees to abide by the Companies Health & Safety Policies throughout the Contract Term
- 12.6 The Contractor agrees to issue Contractor personnel with the required Personal Protective Equipment pursuant to the works that are to be completed.
- 12.7 The Contractor agrees and acknowledges that all Health & Safety Equipment and Access Equipment costs are incorporated within the Contract sum and acknowledges that the Company will bear no costs above the Contract sum for supply

13 Terms and Condition Acknowledgement

- 13.1 The Contractor agrees to follow and abide by all clauses set forth throughout the Contract Term
- 13.2 The Contractor acknowledges that failure to follow and abide with all clauses set forth will delay payment requests and in certain circumstances the Contractor acknowledges that payment requests may not be acknowledged by the Company due to Contractor negligence and none abidance to the clauses set forth
- 13.4 The Contractor acknowledges that the Contractor will indemnify the Company on all counts as set forth within clauses listed
- 13.5 The Contractor agrees and acknowledges to pay the Company administration costs of 15% of the value as set forth within clauses listed
- 13.6 The Contractor acknowledges that the Contractor has 5 days from issue of contract order and terms and conditions issued by the Company to challenge and or request amendments to clauses set forth. The Contractor acknowledges that upon the completion of the 5th Day from the date of Order and Terms and Conditions issued by the Company, the Contractor is then bound by the terms and conditions set forth and has no entitlement to changes