



TERMS AND CONDITIONS CONSTRUCTION, MECHANICAL, ELECTRICAL AND REPAIR WORKS

1. DEFINITIONS

In these Terms and Conditions:-

- (a) "the Contractor" means the person to whom this Order is addressed.
 - (b) "the Company" means any company within the G4S Group whose name is specified overleaf.
 - (c) "the Contract Price" means the price exclusive of Value Added Tax payable to the Contractor by the Company for the full and proper performance by the Contractor of his part of the obligations under this Contract.
2. These Terms and Conditions together with the provisions set out on the face of this Order Form and any specifications and drawings referred to therein shall constitute the entire agreement between the Company and the Contractor to the exclusion of all other written printed or standard terms. Any written acceptance of the Order (unless clearly stated on its face to be a counter offer) or commencement of work shall be an unconditional acceptance of this order upon the terms hereof.
 3. No variation or alteration of these Terms and Conditions shall be binding upon the Company unless confirmed in writing and signed by a Director or the Secretary of the Company and no variation or alteration of the details inserted on the face of the Order or any document referred to thereon shall be binding upon the Company unless confirmed in writing and signed by one of the Group's Managers. In particular (without prejudice to the generality of the foregoing) no additional work or increase in price will be accepted by the Company without such prior agreement in writing.
 4. In consideration of the Contract Price which the Company hereby agrees to pay to the Contractor within two months after the Contractor has completed the works referred to overleaf in the manner hereinafter described, the Contractor hereby undertakes to execute and complete in a thorough and workmanlike manner and with the best materials (or with materials to be provided by the Company) all the works referred to overleaf or set out or described in any drawings and specifications referred to overleaf and signed by the Company and the Contractor and all works incidental to the proper execution and completion of the said works ("the works") and to hand over to the Company the works duly executed and completed not later than the Completion Date specified overleaf.
 5. If the Company shall make the Contractor any advances of money during the execution of the works it shall be entitled to deduct the same from the Contract Price when the latter becomes payable.
 6. If the Contractor fails to complete as aforesaid and hand over the works to the Company by the Completion Date specified overleaf unless such failure be due to the default of the Company, the Company may deduct from the Contract Price or the balance of the same then unpaid the sum specified overleaf for every day that shall elapse between the said Completion Date and the actual completion and handing over of the works.
 7. If the Company shall at any time during the progress of the works be dissatisfied with the rate of progress, the quality of the materials used or of the workmanship, it may appoint an independent surveyor to inspect the works. Should such surveyor certify in writing that the rate of progress, the materials used or the workmanship or any or all of these is or are unsatisfactory or not in accordance with the Contract, the Company may by notice in writing sent by post to the Contractor at his usual place of business immediately



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determine this Contract and the Company may then enter upon the works and may pay such Contractor to complete the same and may pay such builder the cost of such completion out of the Contract Price payable under this Contract to the Contractor or the balance of such sum then the difference between it and such sum or balance shall be a debt due from the Contractor to the Company.

8. Neither this Contract nor the name of the Company shall be used by the Contractor for advertisement or publicity purposes without the prior written consent of a Director or the Secretary of the Company.
9. The Contractor shall maintain an insurance cover for injury to or death of persons and injury or damage to property as Clauses 5.1 and 5.2 of the JCT Minor Works Building Contract with Contractors Design 2005 Revision 2 2009, and any subsequent amendments to the insurance provision. Insurance cover required to be not less than £2,000,000.

The Company shall maintain insurance of the works and any existing structures, together with any contents owned by him as Clause 5.4B. of the JCT Minor Works Building Contract.

The Contractor shall produce and shall cause any sub-contractor to produce such evidence as the Company may reasonably require that the insurances referred to above have been taken out and are in force at all material times, as Clause 5.5.

11. The Contractor will ensure that his employees and the employees of any sub-contractor engaged by him observe the requirements of the Health and Safety at Work etc. Act 1974 and all similar legislation (including any statutory modification or re-enactment thereof for the time being in force) and also all statutory regulations made thereunder and all requirements of the appropriate local authority at all times on all the Company's premises and the Contractor will further ensure that such employees do not trespass on parts of the Company's premises which they are not authorised to enter and that they do not trespass or cause damage to premises of any adjoining owner or occupier. If any of the Company's equipment is used without the Company's proper authority by any of the Contractor's workmen or representatives or sub-contractors, any accident or damage arising therefrom shall be the Contractor's responsibility. The Contractor will at all times whilst on the Company's premises comply with all security and safety regulations from time to time in force on those premises and will be deemed to have full knowledge of such regulations, copies of which will be supplied on request.
12. (1) If the Company gives the Contractor notice that any person is not to be admitted to the site, the Contractor shall prevent his being admitted and if he is on site when such notice is given shall forthwith remove him from the site. (2) If and when directed by the Company, the Contractor shall furnish a list of the names and addresses of all persons who are or may be at any time concerned with the works or any part thereof, specifying the capacities in which they are so concerned, and giving such other particulars as the Company may reasonably require. (3) The decision of the Company as to whether any person is to be admitted to the site and as to whether the Contractor has furnished the information or taken the steps required of him by this clause shall be final and conclusive. (4) All contractors personnel entering the site must be fully C.R.B checked and certified.
13. The Company may issue to the Contractor passes for the admission of workpeople to the site and by the Company the Contractor shall submit a list of the names of the workpeople to the Company and satisfy it as to their identity and bona fides so that the name of the person can be filled in on the pass before it is issued. The passes shall be returned at any time on the demand of the Company and in any case on the completion of the works.



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14. The Contractor shall not at any time take any photograph of the site or of the works or of any part thereof, and shall take all reasonable steps to ensure that no such photograph shall at any time be taken or published or otherwise circulated by any person unless the Contractor or such person shall first have obtained the permission in writing of the Company. No camera phones or recording devices are to be brought onto site at anytime.
15. Information concerning the Contract and any information obtained, either by the Contractor in the course of the execution of the Contract or by any person employed by him in connection with the Contract in the course of such employment shall be used by the Contractor and by any person as aforesaid solely for the purpose of the Contract and shall not at any time be disclosed by the Contractor or by any such person as aforesaid without the prior written consent of the Company except to such persons and to such extent as may be necessary for the execution of the Contract.
16. Unless otherwise stated overleaf the prices shall include the removal and replacement of furniture and pictures, the removal and refixing of fittings, blinds, door furniture, finger plates, notices of number plates, card holders, notice boards, and other articles fixed with screws, except where otherwise ordered or specified, and the covering up and protecting of work, materials, fittings and furniture, and the Contractor shall restore and make good the same if damaged, without charge. The tops of all racks, bookcases and cabinets shall be cleaned before they are replaced in position as with the whole working area affected by the contracted works.
17. All paint, distemper or other spots, stains or dirt arising out of or due to the works shall be removed. The contractor shall clean all windows, door furniture, floors, light and sanitary fittings and leave everything at completion clean, tidy and in a condition satisfactory to the Company.
18. All disputes or differences whatsoever shall at any time hereafter (whether during the continuance of this Contract or upon or after its discharge or determination) arise between the parties hereto touching or concerning this Contract or its construction or effect or as to the rights, duties or liabilities of the parties hereto or either of them under or by virtue of this Contract or otherwise or as to any other matter in any way connected with or arising out of or in relation to the subject matter of this Contract shall in accordance with and subject to the provisions of the adjudication process under the Housing Grants, Construction and Regeneration Act 1996 or any statutory modification or re-enactment thereof for the time being in force be referred to a single adjudicator to be agreed upon by the parties hereto or in default of agreement to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors. Upon every or any such reference the adjudicator shall have power to take the opinion of such counsel as he may think fit upon any question of law that may arise and at his discretion to adopt any opinion so taken and to obtain the assistance of such accountant, surveyor, valuer or other expert as he may think fit and to act upon any statement of accounts, survey, valuation or expert assistance thus obtained.
19. Appropriate risk and method statements must be provided on arriving and G4S Contractors Safety Policy 2011 must be adhered to. Observe rules on safety.
20. All site contract and statutory policies including (a) Electrical Fixed Wiring and Pat Testing. (b) Building and planning Regulations. (c) Water Regulations. (d) CDM. (e) Fire Regulations. (f) Asbestos Regulations. (g) Disabilities Discrimination Act 1995 (DDA). Must be read, observe and fully understood where appropriate prior to undertaking any works on site. Failure to comply will deem the contractor to be negligent in his duties.
21. This Contract shall be deemed to have been made in England and all matters arising therefrom shall be construed and take effect according to the Laws of England.