

STANDARD SUB-CONTRACT CONDITIONS FOR LABOUR AND/OR MATERIALS
(To apply to orders for services where work is carried out on site
and/or materials are supplied by the Sub-Contractor)

For the avoidance of any doubt both parties agree, whether or not this contract is construed to be a construction contract or not, the amendments to the Housing Grants, Construction and Regeneration Act 1996 contained within the Local Democracy, Economic Development and Construction Act 2009 and the amendments to The Scheme for Construction Contracts (England and Wales) Regulations 1998 shall be applicable.

Agreement to be read as a whole

This Agreement and these Conditions are to be read as a whole but nothing contained in the contract drawings, the contract specification, the works schedules or the Employer's requirements shall override or modify this Agreement or these Conditions.

1. Definitions

The following terms shall have the following meanings :-

- (a) **"Employer"** means the client of T. Sullivan if there is not a Main Contractor;
- (b) **"Main Contract"** means the contract between T. Sullivan and the Main Contractor or T. Sullivan and the Employer if there is not a Main Contractor;
- (c) **"Main Contractor"** means the client of T. Sullivan;
- (d) **"Site"** means the address stated on the Purchase Order;
- (e) **"Purchase Order"** means the purchase order for the Sub-Contract Works as set out in the purchase order form to which these Conditions are incorporated;
- (f) **"Sub-Contractor"** means the party providing labour and/or materials to T. Sullivan under this Agreement;
- (g) **"Sub-Contract Sum"** means the amount stated in the Purchase Order/Appendix B and any adjustment thereto which is accepted by T. Sullivan in writing as being the value of the Sub-Contract Works;
- (h) **"Sub-Contract Works"** means the Works to be carried out by the Sub-Contractor, as described in the Purchase Order/Appendix A;
- (i) **"T. Sullivan"** means T. Sullivan Engineering Limited (company number: 02644496).

2. Main and Sub-Contract Agreements

- 2.1 This Agreement is supplemental to agreements made between (as applicable):
 - (a) T. Sullivan and the Main Contractor;
 - (b) T. Sullivan and the Employer; and
 - (c) the Main Contractor and the Employer.
- 2.2 The Sub-Contractor shall be deemed to have notice of and be bound by all the provisions of the agreements referred to in clause 2.1 above insofar as they relate to the Sub-Contract Works.
- 2.3 The Sub-Contractor acknowledges that any breach by the Sub-Contractor of this Agreement may result in T. Sullivan committing breaches of and becoming liable in damages under the agreements referred to in clauses 2.1 (a), (b) and (c) above and may cause further loss and expense to T. Sullivan. All such damages for loss and expense are agreed to be within the contemplation of the parties as being probable results of any such breach by the Sub-Contractor and shall be recoverable from the Sub-Contractor.

3. Scope of the Works

- 3.1 The Sub-Contractor shall with due diligence and in a good and workmanlike manner carry out and complete the Sub-Contract Works using materials where applicable and appropriate and workmanship of the quality and standards therein specified in Appendix A or in accordance with British Standards and Codes of Practice, all to the reasonable satisfaction of T. Sullivan.
- 3.2 The Sub-Contractor shall apply to T. Sullivan for all drawings details or information necessary to perform the Sub-Contract Works and no claim by reason of lack of knowledge shall be allowed.
- 3.3 Where the Sub-Contract Works include any element of design by the Sub-Contractor such design shall be carried out exercising all the reasonable skill, care and diligence to be expected of a competent designer who is experienced in preparing design work of a similar scope, nature and complexity, and in any event shall be fit for its intended

purpose.

- 3.4 Any design and any selection of materials or goods by the Sub-Contractor shall be such that they are safe and in accordance with this Agreement. Without prejudice to the other provisions of this clause 3, the Sub-Contractor warrants and undertakes to T. Sullivan that, in exercising the standard of care set out in this clause 3, and to the extent that it is obliged to select and/or approve substances or materials for use in the Sub-Contract Works, it will act in accordance with the guidance contained in the publication 'Good Practice in the Selection of Construction Materials' (current edition) sponsored by the British Council for Offices and the British Property Federation.
- 3.5 The Sub-Contractor shall comply with any Act of Parliament, any Instrument, rule or order made under any Act of Parliament or any regulation or bye-law of any Local Authority or of any Statutory Undertaker or Public Utility which has any jurisdiction with regard to the Sub-Contract Works or with whose systems the same are or will be incorporated. The Sub-Contractor shall fully acquaint itself of all restrictions, local conditions, requirements and the like which may affect the execution of the Sub-Contract Works. No claim will be allowed due to a lack of knowledge of any such matter.
- 3.6 The Sub-Contract Works shall be at the risk of the Sub-Contractor until they are formally taken over by T. Sullivan. Sectional handover of the Sub-Contract Works may be applicable depending on the Main Contract.
- 3.7 The Sub-Contractor is to comply with the Construction (Design and Management) Regulations 2007 where relevant and the safety policy of T. Sullivan as issued or amended from time to time and all directions of T. Sullivan, the Principal Contractor (where not T. Sullivan) and the CDM Co-ordinator (both as defined by the CDM Regulations 2007) on health and safety matters at no cost to T. Sullivan.
- 3.8 During the performance of the Sub-Contract Works and upon completion thereof, the Sub-Contractor shall clean up and remove from the Site all debris and waste material for which the Sub-Contractor is responsible and shall keep and leave the Site in a clean and tidy condition satisfactory to T. Sullivan. If the Sub-Contractor fails to do so T. Sullivan may without notice to the Sub-Contractor effect such clearance and compliance and the cost of so doing and any other cost or liability arising will be paid or allowed by the Sub-Contractor to T. Sullivan.
- 3.9 The Sub-Contractor shall immediately upon discovery of (as part of the Sub-Contract Works) any material, substance or organism that is hazardous, or potentially hazardous (including material containing radioactive substances or asbestos) to the environment (including person and/or property), inform T. Sullivan. No further Sub-Contract Works may be undertaken until written authority is given by T. Sullivan.

4. Plant Materials and Labour

- 4.1 The Sub-Contractor shall supply all items necessary for the complete and satisfactory performance of the Sub-Contract Works except such items as T. Sullivan shall agree to supply for the use of the Sub-Contractor. The Sub-Contractor shall store, transport, distribute, unload and subsequently handle all such items for the complete and satisfactory performance of the Sub-Contract Works.
- 4.2 No tools, plant, equipment, unfixed materials or goods delivered to Site shall be removed by the Sub-Contractor without the permission of T. Sullivan until completion of the Sub-Contract Works. The Sub-Contractor shall nevertheless remain solely responsible for any loss or damage to all such items.
- 4.3 The Sub-Contract Works shall be at the risk of the Sub-Contractor until they are formally taken over by the Main Contractor as the case may be. Sectional handover of the Sub-Contract Works may be applicable depending on the contract.
- 4.4 The Sub-Contractor shall not assign transfer or sub-let the provisions (in whole or part) of the Sub-Contract Works without the express prior written permission of T. Sullivan.

5. Equipment and Storage

- 5.1 The Sub-Contractor agrees to provide their own tools, consumable tool parts and PPE as may be necessary to

properly carry out the Sub-Contract Works in accordance with T. Sullivan's installation practices. All plant and equipment used must comply with T. Sullivan's company policy and must be maintained in a condition satisfactory to T. Sullivan.

- 5.2 The Sub-Contractor shall be responsible for any materials provided to them by T. Sullivan manufacturers or others for the purpose of the Sub-Contract Works whether such materials are to be stored at the Sub-Contractor's premises or on Site. All such materials shall be stored in a safe and secure manner and location. Where storage is on Site, the location and duration of the storage shall be agreed with T. Sullivan.
- 5.3 When T. Sullivan materials/equipment is stored or modified by the Sub-Contractor at their premises or other facility/facilities, they shall remain the property of T. Sullivan with appropriate labeling to be provided and affixed by the Sub-Contractor identifying that they are the property of T. Sullivan. In addition, the Sub-Contractor shall provide adequate insurance to cover such materials/equipment stored or worked on by the Sub-Contractor, whether at their premises or other facility/facilities.
- 5.4 The Sub-Contractor agrees to wear any such work-wear, identity badges, etc. as required by T. Sullivan to meet a client's requirements for persons working on their premises and sites. The possession of such items does not indicate ownership or employment with T. Sullivan.

6. Commencement Progress and Completion

- 6.1 The Sub-Contractor shall commence the Sub-Contract Works when directed to do so in accordance with the agreed programme for the Sub-Contract Works and shall proceed regularly and diligently to execute and complete the Sub-Contract Works in conformity with T. Sullivan's reasonable directions together with such variations as T. Sullivan may direct (Appendix B). The Sub-Contractor shall complete the Sub-Contract Works by the date or within the period specified subject only to any extension of time in accordance with clause 6.2 below. Continuity of working is not guaranteed and more than one continuous visit to Site may be required.
- 6.2 The Sub-Contractor shall notify T. Sullivan in writing of any delay affecting the Sub-Contract Works within 48 hours thereof giving full details. No extension of the date or period for completion of the Sub-Contract Works will be granted unless the Sub-Contractor has been delayed by any circumstances for which T. Sullivan has obtained an extension of time under the agreements referred to in clause 2.1 above or by any circumstance that is attributable to T. Sullivan. If the Sub-Contractor fails to complete the Sub-Contract Works by the date or within the period specified or within any extension thereto granted by T. Sullivan then the Sub-Contractor shall be liable for any loss or damage incurred by T. Sullivan caused by such failure of the Sub-Contractor and any sum in respect of such loss or damage shall be paid by, or be recoverable as a debt from, the Sub-Contractor.
- 6.3 If it becomes reasonably apparent to T. Sullivan that the Sub-Contractor is failing to maintain progress in accordance with the agreed programme for the Sub-Contract Works, T. Sullivan may employ other persons to carry out part or all of the remaining Sub-Contract Works so affected without being in breach of this Agreement. Any costs for labour, plant or machinery incurred by T. Sullivan as a result will be deducted from any payments due to the Sub-Contractor or be recoverable as a debt. The manner in which the works carried out by any other party are valued will be entirely at the discretion of T. Sullivan.

7. Sub-Contract Sum

- 7.1 The Sub-Contract Sum shall include the cost of labour, holidays, overtime, Site restrictions on working hours, small tools, travel, subsistence, statutory payments, overheads and profit and all other matters necessary to enable the Sub-Contractor to fulfil its obligations under this Agreement except items listed in the Purchase Order as to be provided by T. Sullivan. The Sub-Contract Sum shall be fixed for the duration of the Sub-Contract Works subject to adjustment only as provided for by this Agreement.
- 7.2 The Sub-Contract Sum is exclusive of VAT and in relation to any payment to the Sub-Contractor under this Sub-Contract T. Sullivan shall in addition pay the amount of any VAT properly

chargeable in respect of it. To the extent that after the commencement date (Appendix B), the supply of goods and services to T. Sullivan becomes exempt from VAT there shall be paid to the Sub-Contractor an amount equal to the amount of input tax on the supply to the Sub-Contractor of goods and services which contribute to the Sub-Contract Works but which as a consequence of the exemption the Sub-Contractor cannot recover.

- 7.3 Any payment made under this Sub-Contract is subject to the provisions of the Construction Industry Scheme (CIS) as and when applicable.

8. Instructions and Variations

- 8.1 T. Sullivan may, without invalidating this Sub-Contract, issue instructions, order additions to or omissions from, or order other change in the Sub-Contract Works which the Sub-Contractor shall carry out forthwith.
- 8.2 All variations must be instructed in writing by T. Sullivan and will be valued as follows: any extra or omitted work shall be valued at the rates applicable to the computation of the Sub-Contract Sum or, if in the circumstances such rates are not applicable, at such rates as T. Sullivan shall determine as being fair and reasonable in all the circumstances. Both T. Sullivan and the Sub-Contractor shall use reasonable endeavours to agree such rates before any such work is carried out.
- 8.3 Any day-work claim must first be agreed in principle with T. Sullivan. If day-work is acceptable to T. Sullivan it must be supported by fully detailed day-work sheets which must be submitted to T. Sullivan in order to allow compliance with any requirements of the agreements referred to in clause 2.1 above but in any event all sheets shall be submitted within 5 days of the work being carried out or such lesser period as may be instructed by T. Sullivan. Signed day-work sheets confirm the resources used only and are not a guarantee that the work will be paid on a day-work basis.
- 8.4 Where day-work applies, day-work sheets must be signed by both the Sub-Contractor's site staff and T. Sullivan's site management in order for payment to be considered. Signed day-work sheets do not automatically confirm payment will be made.
- 8.5 It is deemed that the Sub-Contractor has all relevant training necessary to complete the Sub-Contract Works and to operate the necessary plant. No extension of time to the programme shall be permitted as a result of insufficient labour caused by the Sub-Contractor's non-adherence to this clause 8.5.

9. Payment

- 9.1 Payment will be made in accordance with the Purchase Order and the Sub-Contractor shall be entitled to payment by instalments as agreed between the parties. The first payment shall be due one month after the date of commencement of the Sub-Contract Works as specified in the Purchase Order/Appendix B or, if later, the date the Sub-Contract Works commence on Site. Interim payments shall be due at one month intervals calculated from the date when the first payment was due.
- 9.2 T. Sullivan shall not later than five (5) days after the due date, issue a written notice of payment ("**Payment Notice**") to the Sub-Contractor, specifying:
- the amount of payment to be made in respect of the amount stated in the application for payment, less any money previously paid and less any deductions of Sub-Contractor's discount and/or other sums to be deducted as agreed between the parties;
 - subject to 9(2)(a) above, the amount of work shall be calculated in accordance with the following:
 - the total value of the work properly executed, including the value of any materials or goods intended for incorporation into the Sub-Contract Works provided the same had been delivered to or adjacent to the Site or in respect of which the Sub-Contractor has paid his supplier or is legally bound to make such payment, subject to proof of title;
 - variations, if any, carried out pursuant to clause 8 of this Agreement;
 - value Added Tax properly chargeable, and
 - any other amounts properly due to the Sub-Contractor

- under this Agreement.
- 9.3 In default of a Payment Notice from T. Sullivan, the Sub-Contractor shall make an application for payment ("**Payee Default Notice**") to T. Sullivan. Any application for payment shall state:
- (a) the total value of the work properly executed, excluding the value of any materials or goods intended for incorporation into the works subject to proof of title at T. Sullivan's discretion provided the same had been delivered to the Site or in respect of which the Sub-Contractor has paid his supplier or is legally bound to make such payment;
 - (b) variations, if any, carried out pursuant to clause 8 of this Agreement;
 - (c) any value added tax properly chargeable, and
 - (d) any other amounts properly due to the Sub-Contractor under this Agreement.
- 9.4 The final date for payment shall be 28 calendar days after the due date.
- 9.5 Payments will be made against approved VAT invoices only.
- 9.6 T. Sullivan may, not later than one (1) calendar day before the final date for payment of the amount due pursuant to clause 9(2) of this Agreement, give notice ("**Pay Less Notice**") to the Sub-Contractor specifying:
- (a) the amounts proposed to be withheld and/or deducted from the amount due under clause 9(2) of this Agreement; and
 - (b) the basis of calculation for each amount proposed to be withheld and/or each deduction.
- 9.7 Where T. Sullivan fails to give a written notice pursuant to clause 9(2) of this Agreement then, subject to a Pay Less Notice, T. Sullivan shall pay the Sub-Contractor the amount due pursuant to clause 9(2) or 9(3) as the case may be.
- 9.8 The Sub-Contractor shall, without prejudice to any of the rights or remedies which the Sub-Contractor may otherwise possess, have the right to suspend the Sub-Contract Works until payment of the amount due under clause 9(2) or 9(3), subject to any notice issued pursuant to clause 9(6), provided that:
- (a) T. Sullivan has failed to pay the Sub-Contractor the amount properly due in accordance with clause 9(2) or 9(3); and
 - (b) such failure has continued for 21 days after the Subcontractor has given T. Sullivan written notice of the Sub-Contractor's intention to suspend the performance of his obligations under this Sub-Contract and the ground or grounds upon which it is intended to suspend performance.
- 9.9 If T. Sullivan fails to discharge payment of the amount due under clause 9(2) or 9(3) on the final date for payment, and subject to any notice pursuant to clause 9(6), then without prejudice to any other rights or remedies exercisable by the Sub-Contractor under this Agreement or otherwise, T. Sullivan shall pay to the Sub-Contractor, in addition to the amount not properly paid, simple interest thereon for each period until such payment is made. The rate payable shall be two percent (2%) over the base rate of the Bank of England which is current at the date the payment by T. Sullivan became overdue. This interest is deemed to include all costs of financing, borrowing and the use of the aforesaid amount.
- 9.10 In the event that the Employer or the Main Contractor becomes insolvent the obligation of T. Sullivan to make payment as aforesaid to the Sub-Contractor will become conditional upon T. Sullivan actually having received a payment that includes a sum in respect of the Sub-Contract Works. The Sub-Contractor shall not have any entitlement to any amount greater than the sum received by T. Sullivan in respect of the Sub-Contract Works.
- 9.11 T. Sullivan may make a set-off against the Sub-Contractor's payment, whether arising under this Agreement or otherwise, of the amount or bona fide estimate thereof of any damages, cost, loss and/or expense incurred by T. Sullivan, or which T. Sullivan believes is likely to be incurred, by reason of any breach or any failure of the Sub-Contractor to observe the provisions of this Agreement.
- 9.12 The Sub-Contractor shall submit a fully detailed and substantiated statement of final account as soon as practicable and in any case within two months of the completion of the Sub-Contract Works on Site. A failure to comply may prejudice T. Sullivan in the submission and settlement of their final account with the Main Contractor as the case may be. It is agreed that failure by the Sub-Contractor to submit the statement of final account as aforesaid may restrict the Sub-Contractor's final account to those items and values previously notified.
- 10. Defects and Other Defaults**
- 10.1 The Sub-Contractor shall make good all defects and other faults in the Sub-Contract Works which T. Sullivan is liable to make good under the agreements referred to in clause 2.1 above.
- 10.2 The Sub-Contractor shall be liable for the cost of executing any work to the Main Contract works made necessary by reason of any defects or other faults in the Sub-Contract Works which the Sub-Contractor is required to make good under clause 10.1 above.
- 11. Insurance**
- 11.1 The Sub-Contractor shall indemnify and keep indemnified T. Sullivan against and from any breach, non-observance or non-performance by the Sub-Contractor and/or its servants and/or its independent contractors of any of the provisions of the Main Contract, and against and from any act, omission or default of the Sub-Contractor and/or its servants and/or its agents and/or its independent contractors which involves T. Sullivan in any liability whatsoever and against any claim, damage, loss or expense due to or resulting from any negligence or breach of duty of the Sub-Contractor and/or its servants and/or its agents and/or its independent contractors.
- 11.3 The Sub-Contractor shall without prejudice to its liability to indemnify and keep indemnified T. Sullivan as aforesaid, effect and keep in force insurances as will cover the Sub-Contractor's liabilities hereunder or at common law or under any statute or regulation in respect of:-
- (a) injury or death of any person or loss of or damage to any property arising out of, or in the course of, or caused by or in connection with the carrying out of the Sub-Contract Works; and
 - (b) all risks insurance in the joint names of the Sub-Contractor and T. Sullivan for the Sub-Contract Works for no less than the full reinstatement value of the Sub-Contract Works,
- and shall maintain such insurances up to practical completion of the Sub-Contract Works.
- 11.4 The indemnity granted under the insurance effected in respect of claims for injury or death of any person employed by the Sub-Contractor and arising out of or in the course of the employment shall be not less than £2,000,000.00 or such higher sum stated in the Purchase Order and for insurance covering liability of the Sub-Contractor for injury to other persons or loss or damage to property the limit of indemnity shall be not less than £2,000,000.00 or such higher sum stated in the Purchase Order.
- 11.5 Where the Sub-Contract Works include any element of design by the Sub-Contractor professional indemnity insurance shall be maintained by the Sub-Contractor at a limit of cover of no less than £1,000,000.00 or such other sum stated in the Purchase Order for a period of no less than 12 years from completion of the Sub-Contract Works (or termination of the Sub-Contract, whichever is earlier). Such insurances shall indemnify T. Sullivan, the Main Contractor and the Employer as the case may be.
- 11.6 The Sub-Contractor shall produce for inspection on demand by T. Sullivan the policies of insurance required by clause 11 and the premium receipts thereunder. In the event of any failure by the Sub-Contractor to comply with the provisions of clause 11, T. Sullivan may itself insure and deduct the cost of the premiums so incurred from any monies due or to become due to the Sub-Contractor.
- 11.7 Where T. Sullivan is requested to provide a collateral warranty for the project, the Sub-Contractor grants that any design documents prepared by themselves for the Sub-Contract Works are the Sub-Contractor's original work and that in any event their use in connection with the Main Contract works by T. Sullivan or any party to the agreements detailed in clause

- 2.1 above or as may further become connected to the Main Contract works in the form of a collateral warranty provided by T. Sullivan will not infringe the rights of any third party.
- 11.8 The Sub-Contractor further warrants that they and any of their sub-sub-contractors will use their own original works and grant a non-exclusive royalty free licence to all parties detailed in clause 2.1 above and as further detailed in any collateral warranty entered into by T. Sullivan, to copy and use the design documents and to re-produce the designs for any purposes relating to the works as detailed in the Sub-Contract or Main Contract and this includes and is not limited to the construction, completion, maintenance, letting, sale, promotion, advertisement, extension, reinstatement, refurbishment and/or repair of the Main Contract and Sub-Contract Works. Such licence will carry the right to grant sub-licences and will be transferable to third parties.
- 11.9 The Sub-Contractor hereby waives and agrees not to assert (and to procure that any of their sub-sub-contractors and sub-consultants do likewise) all moral rights in the Documents under Part I Chapter IV of the Copyright, Designs and Patents Act 1988 or any re-enactment or modification of it.
- 11.10 The Sub-Contractor shall, within 21 calendar days of a request by T. Sullivan, duly execute and deliver to T. Sullivan signed deeds of warranty in the form specified by T. Sullivan in favour of a third party advised by T. Sullivan.
- 12. Termination**
- 12.1 If in the opinion of T. Sullivan the Sub-Contractor has committed any breach of this Agreement or of the agreements detailed in clause 2.1 above and fails to commence to remedy the same immediately after notice in writing from T. Sullivan then T. Sullivan may by further written notice to the Sub-Contractor terminate forthwith the Sub-Contractor's employment under this Agreement and expel the Sub-Contractor from the Site and take over all materials provided by or on behalf of the Sub-Contractor which are upon the Site and may use the same to complete the Sub-Contract Works.
- 12.2 If the Sub-Contractor has a bankruptcy order made against them or makes any arrangement with their creditors or has an interim order against them T. Sullivan shall have the right to terminate this Agreement.
- 12.3 The Sub-Contractor shall forgo, or shall pay, the amount of any damage, loss and/or expense incurred by T. Sullivan by reason of such termination. Until completion of the Main Contract works T. Sullivan shall not be bound to make any further payment to the Sub-Contractor, but within a reasonable time thereafter T. Sullivan shall ascertain the amount of damage, loss and/or expense incurred in completing the Sub-Contract Works and incurred by reason of the termination. Such damages for loss and/or expense shall be deducted from any monies otherwise due to the Sub-Contractor or shall be otherwise recoverable as a debt.
- 12.4 If for any reason T. Sullivan's employment under the agreements referred to in clause 2.1 above is terminated then the employment of the Sub-Contractor under this Agreement shall also be immediately terminated automatically.
- 12.5 In the event of such termination as referred to in this clause 12 the Sub-Contractor shall deliver up to T. Sullivan any materials that have been provided by T. Sullivan or others that are not incorporated in the Sub-Contract Works, whether on Site or stored at the Sub-Contractor's premises or storage facilities at the date of termination.
- 13. Exclusion of Terms**
- Any terms or conditions which may be endorsed on or annexed to or contained in the quotation of the Sub-Contractor (except such as constitute warranties or guarantees) shall not form part of this Agreement unless specifically agreed to in writing by T. Sullivan.
- 14. Confidentiality**
- 14.1 The Sub-Contractor hereby agrees that they will not at any time during or after the termination date of this Agreement use, or procure the use of, the name of T. Sullivan, the Main Contractor or the Employer, in connection with their own or any other name in any way designed to suggest that they continue to be associated with the business of T. Sullivan, the Main Contractor or the Employer or in any way hold themselves out as having such a connection.
- 14.2 The Sub-Contractor will not at any time during or after the completion of this Agreement (save as required by law) disclose or divulge to any person other than to officers or employees of T. Sullivan, the Main Contractor or the Employer whose privilege it is to know the same, any confidential information and they shall use all their best endeavours to prevent the publication or disclosure of any confidential information by any other person.
- 14.3 The Sub-Contractor covenants and agrees that all documents and equipment relating to the business of T. Sullivan, the Main Contractor or the Employer that they shall use or prepare or come into contact with, including but not limited to specialist equipment, identity cards, uniform, memoranda, notes, records, files, plans, reports, manuals, drawings, blueprints, computer programmes and programme documentation and other documents (and all copies thereof) shall remain the sole and exclusive property of T. Sullivan, the Main Contractor or the Employer as applicable
- 14.4 The restrictions set out in clause 14 shall cease to apply to information or knowledge which comes into the public domain otherwise than by reason of the default of the Sub-Contractor.
- 15. Bribery & Anti-Corruption**
- 15.1 The Sub-Contractor shall:
- comply with any Act of Parliament and any instrument, rule or order made under any Act of Parliament and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; and
 - have and maintain in place at all times its own policies and procedures including but not limited to adequate procedures under the Bribery Act 2010 to ensure compliance with anti-bribery and anti-corruption legislation and enforce them wherever appropriate.
- 16. Non Waiver**
- The allowance of time or any other indulgence or non-enforcement by T. Sullivan in respect of its rights or any matter will not affect or prejudice or be taken as a waiver of the rights of T. Sullivan.
- 17. Third Party Rights**
- This Agreement does not create any right enforceable by any person not a party to it (whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise) except that a person who is the successor to or the permitted assignee of the rights of T. Sullivan is deemed to be a party to this Deed.
- 18. Governing Law**
- This Agreement shall in all respects be governed by English law and any dispute or difference arising hereunder shall be subject to the exclusive jurisdiction of the English courts.
- 19. Adjudication**
- 19.1 If a party refers a dispute to adjudication, that party must apply to one of the following nominating bodies for the appointment of a adjudicator:
- President or a Vice-President or Chairman or a Vice Chairman of The Royal Institute of Chartered Surveyors (RICS);
 - President or a Vice-President or Chairman or a Vice Chairman of Chartered Institute of Arbitrators (CI Arb); or
 - Confederation of Construction Specialists (CCS).
- 19.2 In all other respects the procedure for adjudication shall be the Scheme for Construction Contracts (England and Wales) Regulations 1998 together with any current amendment.

APPENDIX A

Description of Sub-Contract Works

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Signed:.....
(T. Sullivan)

Signed.....
(Sub-Contractor)

APPENDIX B

T. Sullivan will pay the Sub-Contractor the sum of:

£.....in figures

(.....) in words

The Sub-Contractor will carry out the Sub-Contract Works in a period of.....weeks

Betweenand.....

Subject to.....weeks notice to commence.

Normal hours of working shall be:

fromam/pm

toam/pm

Signed:.....

(T. Sullivan)

Signed.....

(Sub-Contractor)

IN WITNESS WHEREOF this Deed T. Sullivan Engineering Limited and the Sub-Contractor delivered this Deed this day the of 20 .

duly executed and

Executed and delivered as a Deed by:

T. Sullivan Engineering Limited,
a company incorporated in the
United Kingdom, by being persons
who, in accordance with the laws
of that territory, are acting under
the authority of the company.

Director.....
For and on Behalf of **T. Sullivan Engineering Limited**

Signature.....

Date.....

Director/Secretary
For and on Behalf of **T. Sullivan Engineering Limited**

Signature.....

Date

Executed as a Deed by said Sub-Contractor

Director.....
For and on Behalf of **Sub-Contractor**

Signature.....

Date.....

Director/Secretary.....
For and on Behalf of **Sub-Contractor**

Signature.....

Date.....