

Ambivent Group - Standard Sub-contract Terms & Conditions

SUB-CONTRACT: The Sub-Contractor undertakes to execute the Sub-Contract Works as defined in the Sub-Contract Agreement, in accordance with the Specification requirements and Drawings laid down by this document and to the reasonable satisfaction of Ambivent. In addition, the Sub-Contractor will comply with the Terms relating to the Main Contract between Ambivent and the Main Contractor/Employer which shall be observed and complied with by the Sub-Contractor and will be equally binding upon him except where stated otherwise in the Sub-Contract agreement. A copy of the Main Contract is available for inspection at the Main Contractor's offices, by arrangement. Terms and conditions contained in this agreement override any other.

SUB-CONTRACT SUM: All rates and prices quoted are exclusive of VAT and are fixed for the period of the contract. No adjustment or variation will be allowed for any additional works arising from changes due to a lack of knowledge or understanding of the works required to complete the contract to any design or specification on which your quotation is based. Also, no adjustment will be allowed for fluctuations in the Cost of Labour, Plant and Materials.

RETENTION: A Retention amount of **5%** will be held for the Contract Period to the issue of a Practical Completion Certificate where half of the Retention will be released for the Defect Liability period of **12** months, unless under separate dispute. The balance will be released 30 days after the receipt of final retention funds regardless of the issue of the Final Certificate under the Main Contract and unless under separate dispute.

DEFECTS: The Sub-Contractor will make good all defects which exist or may appear within the Defects Liability Period shown above, which arise out of Workmanship or materials not being in accordance with this Sub-Contract and shall, be made good by the Sub-Contractor at his own expense.

VALUATION: Valuations will be made at monthly intervals commencing on the last day of the month following the month in which the Sub-Contract Works commenced on site. The Sub-Contractor shall submit his application detailing the total value of work done and materials delivered to site and paid for. Valuations projected to end of calendar month are to be received at our offices 5 working days before month end.

PAYMENTS: Payment will be made up to **60** days after the application and shall be subject to a deduction of retention.

LIQUIDATED & ASCERTAINED DAMAGES: Failure to complete the works on time and as dictated by the Project Programme issued by the Main Contractor/Employer may result in Liquidated and Ascertained Damages being applied. If the reasons given for the application of such penalties are attributable in full or part to the Sub-Contractor not withstanding and in addition to the terms under Completion, Default & Termination then, monies will be deducted/charged for in the sum of

£..... per or part thereof.

INSURANCES: The Sub-Contractor shall maintain the following insurances and shall produce for inspection, the policies, and receipts upon request:

- a) Public Liability in the minimum cover of £10,000,000
- b) Employers Liability in the minimum cover of £5,000,000
- c) Professional Indemnity in the minimum cover of £2,000,000

HEALTH & SAFETY: The Sub-Contractor must adhere to the requirements of the Health & Safety at Work etc. Act 1974 and any statutory re-enhancements or amendments thereof for the time being in force and all regulations, codes of practice applicable to that Act and in accordance with Ambivent Safety Policy. A copy of the Sub-Contractors Health & Safety Policy along with project specific Method Statements, Risk Assessments and relevant COSHH data sheets shall be received at our offices prior to work commencement.

DAYWORKS: Dayworks will only be paid against if previously authorised in writing by the Contracts Manager or his representative. The Sub-Contractor shall submit a daywork form on weekly basis or within seven days of the work being carried out. All rates to be agreed in writing prior to work commencement.

BUILDERSWORK: The Sub-Contractor shall be responsible for producing and submitting all necessary builderswork details in connection, prior to work commencement. All necessary marking out on site shall be completed by the Sub-Contractor. The forming of holes up to and including 50mm shall be carried out by the subcontractor. All holes more than 50mm shall be the responsibility of the Main Contractor unless otherwise included by the Sub-Contractor.

SPECIFICATION: It is assumed that the Sub-Contractor has full prior knowledge of the relevant Specification Volumes and Project Drawings with which he is fully compliant except where clearly stated in his quotation and having received prior approval to this agreement.

COMPLETION, DEFAULT & TERMINATION: The Sub-Contractor shall complete the works on time and as dictated by the Project Programme issued by the Main Contractor/Employer together with any duly authorised extensions thereof, subject to reasonable notice to commence being given by the Project Manager. Any loss of expense incurred by Ambivent which is attributable to the failure of the Sub-Contractor to complete or perform works ordered, shall be charged to the Sub-Contractor, if the Sub-Contractor shall make any default in the following:

- a) Without reasonable cause suspends the execution of the Sub-Contract Works.
- b) Fails to proceed with the works with appropriate diligence.
- c) Refuses or neglects to remove or replace defective or improper materials or workmanship
- d) Commits an act of bankruptcy, goes into liquidation or a Receiver is appointed or makes an agreement with creditors.

Then if such default continues for 10 days after a notice in writing sent by recorded post stating the default has been given to the Sub-Contractor, then Ambivent may by notice or similar means, immediately determine the employment of the Sub-Contractor forthwith. If the Sub-Contractor fails to perform as required or becomes insolvent, then Ambivent reserves the right to terminate at any time, and Ambivent can deduct from any monies due, the extra cost of employing a replacement Sub-Contractor.