



SUBCONTRACTOR'S TERMS AND CONDITIONS

CONTRACT: See your official Leighfield purchase order (PO)

The above Purchase Order is placed on the understanding that the Subcontractor will execute and complete, in a workmanship like manner, the Subcontract Works, to the satisfaction of, and in accordance with the instructions of the Main Contractor. The Subcontract will be subject to the Terms and Conditions laid out in the Main Contract (JCT) as well as those stated below.

- 1.0. All works to be carried out in a safe manner, and in compliance with R.J. LEIGHFIELD & SONS' Safety Policy and all statutory legislation.
- 2.0. The Subcontractor is responsible for ensuring that the area of their operations, during the progress of their work is kept tidy, and that on completion the area is left clean and tidy, and that all rubbish etc. is taken to a central point for disposal by the Main Contractor.
- 3.0. The Subcontractor is responsible for off loading and loading out their own materials.
- 4.0. Labour is not to be withdrawn from site, without prior notice being given, and agreement obtained, from the Site Manager or Contracts Manager employed by R.J. LEIGHFIELD & SONS.
- 5.0. In the event that the Main Contractor considers that the Subcontractor's progress is insufficient to maintain the Main Contract programme, then the Main Contractor reserves the right to supply additional resources and charge the Subcontractor accordingly.
- 6.0. When a Subcontractor is directly responsible for a delay to the Contract that results in Damages being levied on the Main Contractor, those Damages will be passed on to the Subcontractor.
- 7.0. The cost of any damage to other trades works by the Subcontractor will be deducted from their account.
- 8.0. The Subcontractor is to have a person in charge at all times who is capable of reading Drawings and receiving instructions and will be responsible for maintaining the quality and progress of the works.
- 9.0. The Subcontractor is responsible for transferring of lines and levels along with detailed setting out of their own work. R.J. LEIGHFIELD & SONS will supply grid line positions only.
- 10.0. Unless otherwise agreed all material, plant and tools required to carry out the Subcontract works shall be supplied by the Subcontractor. All plant and tools must have current Test Certificates which should be shown to the Site Manager at the commencement of the works along with Plant Operator licences.
- 11.0. Subcontractors must provide all Risk Assessments, Method Statements and general Health & Safety documentation no later than 7 days prior to the start of work. Operatives arriving on site should also hold copies and have read and understood the contents. Operatives will be required to attend a site induction prior to commencing work and must sign copies of their RAMS confirming they have read, understood and will work to same. All operatives will require their CSCS cards / Operators cards for inspection at site induction.

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- 12.0. The following will be provided free of charge:-
- scaffolding for external work
 - scaffolding for internal work over 3.30m above floor level
 - share of welfare facilities
- 13.0. R.J. LEIGHFIELD & SONS reserve the right to treat all separate Contracts with a particular Subcontractor as one main Contract when dealing with payments/claims.
- 14.0. Additional works must only be undertaken once an official instruction has been issued in writing by the Contracts Surveyor.
- 15.0. If the Subcontractor is involved in Dayworks, these must be signed by the R.J. LEIGHFIELD & SONS Site Manager on a daily basis, and submitted to the Contract Surveyor by Monday of the following week.

A signature by our representative on site is not authorisation for payment. It is only to confirm that the work has been carried out. Where items can be valued at rates contained in the Subcontract then this basis will be used for payment.

- 16.0. SUBCONTRACTOR PAYMENTS - Unless otherwise agreed in writing, the following shall apply:-

Subcontractors to submit their Application for payment / Valuation (excluding V.A.T.) to the Contract Surveyor for the project by the 28th day of each month. The 28th being the end of the period.

The Due date will be 12 days following the 28th of each month.

The Final date for payment will be 28 days from the end of the period.

Any Pay Less Notice will be issued to the subcontractor not less than 5 days before the Final date for payment.

V.A.T. Invoices WILL NOT BE ACCEPTED.

If your works or services come under Domestic Reverse Charge VAT, then any VAT on your Payment Certificate will be your billing output tax and as the UK customer we will pay the VAT due to HMRC.

If your works or services do not come under Domestic Reverse Charge VAT, then the date on your Payment Certificate is your VAT date and you must sign, date and return to R J Leighfield & Sons a copy of the Payment Certificate.

If your works or services come under the Construction Industry Scheme, then deductions will be made and paid to HMRC according to the rules of the Scheme.

Final payments may be held until all outstanding documentation or Working Drawings are received.

Retention percentage will be 5% unless a different figure had been confirmed in writing by an authorised person of RJ Leighfield & Sons Ltd. Half retention to be released on completion of the Main Contract Works and the balance on the issue of the Certificate of Making Good Defects.



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- 17.0. Attached is Form COSHH.1 for completion and return with the attached documents.
- 18.0 Personal protective equipment PPE must be provided and worn by all operatives in line with statutory requirements. Respiratory protective equipment RPE (AFP20) must be face fitted and used when risk assessments dictate.
- 19.0. The Subcontractor is to maintain all necessary Insurances, including a minimum of £2m Public Liability cover, and should provide evidence of these to the Main Contractor BEFORE commencement of works.

Please sign and return the duplicate copy:-

Signed

For and on behalf of

Date