

## QUADRANT GROUP ESSEX LIMITED – TERMS AND CONDITIONS FOR SUB-CONTRACTORS

1. The main form of contract between Quadrant (the Contractor) and the client shall be the JCT 2016 Design & Build contract, as amended and appended hereto. The main contract shall also incorporate the provisions of the Housing Grants, Construction and Regeneration Act 1996 Part II, with any amendments being expressly identified. The obligations of the Contractor under the main contract shall be deemed to form part of this Subcontract, where applicable to the subcontractor, and the subcontractor agrees to undertake the subcontract works in a manner that enables the Contractor to fulfil its obligations under the main contract.
2. This sub-contract is in accordance with the terms of the JCT Standard Building Sub-Contract 2016 (with sub-contractor's design).
3. For the purposes of this document and the CDM Regulations, Quadrant Group Essex Limited will assume the role and responsibility of "the Contractor" and the sub-contractor will assume the role and responsibilities of "sub-contractor".
4. The Sub-contractor's works package is a lump-sum and is not subject to remeasurement. The Sub-contractor is deemed to have understood the requirements of the scope of works, this sub-contract and the main contract. The Sub-contract sum is fully inclusive of all requirements of the package whether or not they are described in the specifications and/or shown on the design drawings contained herein.
5. Fixed price. All prices are fixed for the duration of the main contracts works programme.
6. Defects Liability Period – 12 months from the completion of the Sub-contract works.
7. Retention – 5% The first release of half the retention funds will be made on the Subcontractor's receipt of the Certificate of Practical Completion for their works package. The release of the balance will be made on 12 months following Practical completion date.
8. The Sub-contractor's attention is drawn to the Liquidated and Ascertained Damages clause of £ per day or part thereof (Section1) which is applicable to the sub-contract.
9. The Sub-contractor's applications for payment shall be made 5 working days prior to Quadrant Group Essex Limited contract valuation dates. If such dates are not scheduled herein, then until notified otherwise the Sub-contractor's application for payment dates will be issued 3 days prior to month-end. The payment due date will be 28 days after Quadrant Group Essex application is made. All payment terms to be in accordance with the Housing, Grants, Construction and Regeneration Act.
10. The Sub-contractor is required to produce the following not less than 7 days prior to commencement on site: - Copies of their current Public and Employer's liability insurance and Professional Indemnity insurance (if a design package). Site specific methods statement which should include any suitable and sufficient Risk and COSHH Assessments under the management of Health and Safety at Work Regulations. The name of the Sub-contractor's safety representative and the approximate frequency of visits to site. Copies of operatives and management personnel's Certificates of Competency/Qualifications i.e. CSCS /CPCS, SSSTS/SMSTS. Certificates for the plant they will be operating on site.
11. In accordance with Housing Grants Construction and Regeneration Act it is hereby agreed by the parties to this subcontract that should the Employer (ultimate paying party) default due to insolvency then any outstanding monies that may have become due are non-recoverable. For the avoidance of doubt this agreement takes precedence over the conditions of the standard form of sub-contract.
12. Any dayworks are to be agreed and instructed prior to works being carried out. All daywork sheets must be signed and authorised by our Project Manager on completion.
13. The Sub-contractor may be required to sign up to an online platform, within which they will gain access to the latest design information.
14. The sub-contractor will issue any design, technical submittals and the like in time to provide an adequate period for approval without affecting progress of the works on site.
15. If the Subcontractor identifies any conflicts within the Subcontract documents, including drawings, specifications, scope, or similar, it must promptly notify Quadrant Group Essex LTD. Quadrant Group Essex LTD will then determine which document shall take precedence.
16. The standard site hours will be 08:00 to 16:30, Monday to Friday inclusive. Working hours will differ and be notified on task specific locations and times. (all Night working hours, Saturday working hours and any specific shift hours are only by arrangement and agreement of our Site Manager and client representative).

17. Due to local authority restrictions regarding working hours, weekend and statutory holiday working is limited. However, should such overtime be required, agreement and sign-off must be made with Quadrant and clients representative in advance of such out of hours working.
18. The Sub-contractor is to comply with all Main contractor's / Client's site rules and attend inductions and safety meetings as required.
19. The Subcontractor shall strictly adhere to programme. Prior to commencing any work, the Subcontractor shall receive and comply with all key dates for preceding tasks and relevant information from Quadrant Group Essex LTD. Any delays or potential delays affecting the Subcontractor's works package shall be promptly communicated to Quadrant Group Essex LTD in writing upon their identification. The Subcontractor acknowledges and agrees to collaborate with other trades and the main Contractor as necessary. Should any factors arise that may impact the progress of the works, including but not limited to delays or stoppages, the Subcontractor shall immediately inform Quadrant both verbally on-site and in writing.
20. It is hereby agreed that an Early Warning System shall be implemented for the identification and management of future risks or changes. This system shall serve to promptly highlight any potential risks or changes that are foreseeable or could potentially arise. The Subcontractor agrees to actively participate in any risk reduction or change meetings as deemed necessary.
21. The Sub-contractor has made themselves aware of the nature of the site's surrounding area and will arrange for their works to be carried out with minimal disturbance to local residents, businesses, schools, hospitals and the like. The Sub-contractor must ensure that all deliveries are carried out in accordance with the main site schedules and requirements. There is allocated parking allowed on site with a restricted number of spaces available. The Contractor's rates and prices are inclusive of all requirements specific to the site conditions.
22. Any heavy lifting requirements are deemed to be included in this Sub-contract package. However, should there be shared lifting facilities on site such as cranes, hoists and forklifts, Lifts then any requirements for use of this facility are to be notified to Quadrant prior to commencement. Such notifications shall include dates for lifts required and details of the materials & plant to be lifted, including weight and dimensions. Any shared lifting facilities are subject to availability.
23. A temporary 110-volt electrical supply will be provided on site, however anything beyond this such as task lighting, extension leads and plant etc. necessary for carrying out your works will be provided by the Sub-contractor.
24. If available on site, space only for the storage of materials and tools will be provided. The sub-contractor will make their best endeavours to keep storage of such items on site to a minimum.
25. PPE will be provided by the sub-contractor and in accordance with the site rules, however they may be required to wear Quadrant high visibility vests. These will be provided by Quadrant, however these will be signed for and not replenished free of charge, should they be lost or damaged beyond wear and tear.
26. All works must conform to current codes of practice, British standards etc.
27. The Subcontractor is deemed to have checked all preceding works including substrates. The Subcontractor is not to proceed with their works unless satisfied that they are adequate working conditions. Subcontractor pre-requisites are to be made aware to Quadrant Group Essex LTD verbally and in writing as soon as identified.
28. Upon completion of the works in each area, works are to be offered up to Quadrant for inspection. Once works areas are signed off, they are to be adequately protected until handover.
29. The Sub-contractor is to provide adequate supervision for the duration of the works and they are to liaise closely with our Project Manager. They are deemed to fully aware of the requirements of the works package and will have copies of any drawings, specifications and the like on site, as required.
30. The Contractor's work shall advance in accordance with the overall programme and the detailed directives of our Project Manager. The Contractor shall furnish adequate labour, materials, and equipment to ensure progressive completion of their operations, maintaining necessary liaison with associated trades for the satisfactory conclusion of the works. The Contractor is expressly reminded of the requisite high quality of workmanship and finishing standards. Any work failing to meet the specified standards shall be promptly removed and replaced at the Contractor's sole expense. Where necessary, the Contractor shall encase and protect works in progress and finished work to preserve them in first-class condition for eventual handover.
31. The Subcontractor is responsible for the removal and management of their own waste and will collect, store, segregate and dispose of all waste materials in accordance with industry best practice and current legislation. Subcontractor will follow the site-specific rules for waste removal.
32. Notwithstanding the provisions contained in the Forms of Contract in the event of the Contractor entering into liquidation, receivership or bankruptcy before the issue of the Final Certificate we reserve the right to withhold any balance due including retention funds to deal with the rectification of defects or potential latent defect for the period detailed in the Limitation Act 1980.

33. All appropriate precautions are to be taken by the Contractor to prevent any outbreak of fire on the site or in temporary accommodation. The Contractor is to fully comply with the Joint Code of Practice on the Protection from Fire of Construction sites and Buildings Undergoing Renovation dated January 2006 published by the Building Employers Confederation and others and inspections by the Insurers of the Building and works can be expected to ensure compliance.
34. Unless agreed otherwise herein, on Practical Completion of the works the Sub-contractor must provide two copies of all operational and maintenance manuals, product guarantees, drawings, test certificates and the like where applicable to the works package.

**These terms and conditions together with those specifically stated within our main order form take precedence over any other terms and conditions contained within the Sub-contractor's preceding tender.**