



**ABBHEY PYNFORD**

**The Abbey Pynford Group of Companies**

**Integrated Management System**

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**Sub-Contractor Pre-Qualification Questionnaire**

**April 2016**

Document: Number: IMF033	Issue Number: 2	Issue Date: 08/04/2016
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**SUB-CONTRACTOR VETTING PACK (IMF033)**

Sub-Contractor Name: \_\_\_\_\_

Sub-Contractor Address: \_\_\_\_\_

\_\_\_\_\_

National Insurance No: *or* \_\_\_\_\_

Limited Company Registration No: \_\_\_\_\_

Registered Address: \_\_\_\_\_

*(if different from above):* \_\_\_\_\_

Main Contact: \_\_\_\_\_

Telephone Number/Mobile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

VAT Registration No: \_\_\_\_\_

UTR (Unique Tax Reference): \_\_\_\_\_

**INSURANCES – PLEASE INCLUDE COPIES OF:**

Public Liability Insurance Details:      Cover: £                      M      Excess: £                      K

Employers Liability Insurance Details: Cover: £                      M      Excess: £                      K

Professional Indemnity Insurance:      Cover: £                      M      Excess: £                      K

Number of staff Employed: \_\_\_\_\_ Number of Operatives Employed: \_\_\_\_\_

Type of work undertaken: \_\_\_\_\_

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**BANK DETAILS:**

S/C Account No: .....

Company Name: .....

Account Name: .....

Bank Name: .....

Bank Address: .....

Bank Sort Code: .....

Bank Account Number: .....

Authorised by: ..... Date: .....

Position: .....

To ensure prompt payment we operate a self-billing system and we require that you sign below to accept this. I/We agree to the Self Billing arrangements operated by the following Abbey Pynford companies:

- Abbey Pynford Services Ltd
- Abbey Pynford Foundation Solutions Ltd
- Abbey Pynford Geo Structures Ltd

I/We will submit valuations for work completed within an agreed valuation period.

Signed: ..... Date: .....

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**1. Safety Policy**

- 1.1 Do you have a written Health and Safety Policy including your Statement of Intent as required under Section 2 (3) of the Health and Safety at Work etc. Act 1974.
- 1.2 Please indicate the method you use to enforce the company safety policy and how it is brought to the attention of your employees.
- 1.3 Please supply the name and position of the senior person within your organisation ultimately responsible for Health and Safety in your company.
- 1.4 Do you use the services of a qualified Internal/External Safety Advisor? Please provide CV of your advisor/consultant.

**2. Training**

- 2.1 What training has been given to your management, supervisors and general operatives over the last 12 months? *(Please provide copies of your Training Matrix/Database Records).*
- 2.2 Do all your site operatives hold a valid CSCS card? Yes / No

**3. Accident Investigation and Records**

- 3.1 Please attach your accident/incident statistics for the last 3 years.
- 3.2 Have any of your employees or sub-contractors been involved in an accident/incident during the last 3 years, which has been classified reportable under RIDDOR?
- 3.3 Has your company been served with an Improvement or Prohibition Notice from the HSE or other enforcing authority within the last 3 years?

*If YES, please enclose details. Details should include pending prosecutions.*

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**4. Plant, Equipment, Maintenance and Inspection**

- 4.1 How do you ensure that plant and equipment delivered to site is maintained in safe conditions during the progress of the works?
- 4.2 Who will be responsible for this task?
- 4.3 What is your procedure for ensuring defective plant/equipment is not used on site.
- 4.4 Who will be responsible for this task on site?

**5. Safe Systems of Work**

- 5.1 Please supply 2 copies of recent Site Specific method statements and risk assessments prepare by your company.
- 5.2 Please supply 2 recent Site Specific copies of your Manual Handling and COSHH Assessments.
- 5.3 How do you ensure that only competent, trained and experienced personnel (including your sub-contractors) are used on your projects?

Please provide any further information you feel may be useful in supporting consideration of your submission.

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*This section must be completed by either your company's Proprietor, Director, Partner or equivalent person.*

**Declaration**

I hereby declare that I have read, understood and agree to all terms and conditions set out in the Abbey Pynford Vetting Pack documentation.

I confirm that all information provided as part of this appraisal is accurate to the best of my knowledge.

Completed By:

Position:

Signature:

Date:



FOR ABBHEY PYNFORD USE ONLY:

Name of Assessor: \_\_\_\_\_

Contractor considered **APPROVED** and entered onto Sub-Contractor Database:

Date: .....

Contractor considered **NOT APPROVED** for use:

Date: .....

(a) Further information required?  Yes  No

(b) Clarification required on .....

.....

.....

.....



**HEALTH & SAFETY, ENVIRONMENTAL AND QUALITY POLICY**

It is the intention and policy of Abbey Pynford Services Ltd; Abbey Pynford Geo-Structures Ltd; and Abbey Pynford Foundation Solutions Ltd; that the health & safety, environmental and quality performance is continually improved in order that we become the most respected Design and Build Foundation Engineering Contractor in the UK.

To this end, Abbey Pynford has developed an integrated management system in accordance with PAS99 to include the requirements of OHSAS18001, ISO14001 and ISO9001 which is currently externally certified to OHSAS18001 and ISO9001.

We are committed to:

- Provide customer satisfaction with the aim of achieving or exceeding their expectations through products and services provided.
- Provide employee satisfaction by motivating all employees and any sub-contractors working on our behalf to co-operate in establishing and maintaining safe and healthy working conditions and to avoid any actions, which may adversely affect the Health, Safety and Welfare of themselves and others.
- The satisfaction of the wider society and preservation of wildlife by preventing pollution and reducing emissions that arise from our activities, products, plant, equipment and services.
- Meet or exceed our specifications, comply with applicable health & safety and environmental regulations, Codes of Practice, guidance notes, British Standards and any other requirements to which we subscribe.

Managers are continually dedicated to a safety culture throughout their departments and to the provision of resources for health & safety, environment and quality management including its improvement by providing ongoing training and access to expert advice.

We will review our policy and procedures, objectives and targets annually and will update all employees and sub-contractors by handing out this policy, posting it on notice boards and uploading onto our webpage for public and other interested parties' access.

**General**

Failure to observe our health and safety, environmental and quality requirements by any member of staff, our employed site personnel or any of our sub-contractors regardless of status may be subject to disciplinary action or summary dismissal from employ of The Abbey Pynford Group.

Please sign below to indicate that you have read and accept the above Health & Safety standards:

Signature: .....

Print Name: .....

Date: .....

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**Health, Safety, Welfare and Environmental Procedures**

**Management of Subcontractors**

**Introduction**

Subcontractors carry some works on behalf of Abbey Pynford. Effective health and safety management of subcontractors is an integral part of site management.

**Since many of the reported incidents, which result in injury, damage or loss can be attributed to subcontractors, it is important to attempt to reduce the liability relating to those incidents by managing each subcontractor.**

**Responsibilities**

The Directors Responsible for Health, Safety, Welfare and the Environment are responsible for ensuring implementation of this procedure.

- The Contract/Project Managers are responsible for monitoring compliance with this procedure.
- The Site Manager/Site Supervisor is responsible for implementation of this procedure.

**Approved list of Subcontractors**

All subcontractors irrespective of size must be selected based on their competence to carry out the work in a safe and professional manner, health and safety performance being one of the considerations.

Abbey Pynford has initiated a procedure for assessment of subcontractors.

**The procedure involves the following steps:**

- All subcontractors must complete a pre-qualification questionnaire. No subcontractor should be allowed to start work on site without an assessment of their competence in place.
- In addition, a copy of the Abbey Pynford Health, Safety and Environmental Rules for Subcontractors must be sent to them and the Acknowledgement Slip, fully completed and returned to us.
- Directors and Managers will appoint a subcontractor assessment co-ordinator to ensure all subcontractors under their control have completed an assessment questionnaire.

The Accounts Department will maintain a central database of the above approved disciplines that the Directors and Managers can use for reference.

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### Initial Meeting with the Subcontractor

Prior to the subcontractor commencing work on site the company must ensure that:

- In the enquiry phase the Health & Safety and Environmental Rules for Subcontractors must be sent to the subcontractor, they should then be referred to in the Contract Documents.
- The subcontractor has sufficient resources to carry out the contract in accordance with the agreed method of work, this may be established at a pre-start meeting.
- The subcontractor must be provided with sufficient information to enable them to consider all known health and safety risks that may affect them on the project.
- The subcontractor has provided Abbey Pynford with copies of the risk assessments and safety method statements, which must be reviewed and agreed.
- Any specific safety requirements we wish to impose on the subcontractor should be agreed in writing.

### Monitoring of Subcontractors on Site

The Contract/Project/Site Manager is responsible for ensuring co-ordination between subcontractors and the issue of relevant safety information to each subcontractor, eg. Site safety rules and risk assessment information where subcontractors are working in close proximity.

The Project/Senior Site Manager and Supervisor/Foreman must ensure safe working practices are observed and subcontractors work in accordance with the agreed risk assessment and safety method statement. Any warnings issued to the subcontractors for non-compliance must be recorded.

### Further Information

For further information refer to the Abbey Pynford Integrated Management System (IMS) Procedures.

### General

Subject to any additional project specific provisos, these Rules and Requirements for Contractors will feature in Abbey Pynford tender and contract documents. Contractors are expected to tender accordingly and demonstrate to us that they have allocated sufficient resources on health & safety, environmental and quality issues.

We will as the basis for discussion at relevant pre-tender and contract pre-start meetings will additionally use these Rules and Requirements.

### Compliance with Statutory Requirements

The Contractor must be aware of, shall comply with, and, use all reasonable endeavours to ensure compliance by their employees, agents, sub-contractors and suppliers and others on site with all their respective duties and obligations under all statutory requirements including, without limitation, those scheduled to the Contract Agreement and such revisions, amendments re-enactments or modifications as may from time to time be issued.

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The Contractor shall co-operate and co-ordinate their activities with the Employer (referred to throughout this document as the Principal Contractor) and all other contractors employed on site so as to enable each individual and organisation to comply with its statutory requirements. The Contractor shall promptly provide the Principal Contractor with all information that may:

- Affect the health and safety of persons at work on the site.
- Affect the health and safety of anyone else who may be affected by the contract works, or which might justify a review of any health and safety arrangements or rules applicable to the site.

Following consideration of the Pre-tender Health and Safety Plan, the Contractor shall ensure that:

- Adequate resources are allocated, including supervision and training to enable compliance with statutory duties.
- Competency to undertake the contract works in a safe and healthy manner is provided.
- Suitable contractor assessments are carried out on other subcontractors they wish to employ/appoint.
- All such sub-contractors allocate adequate resources to undertake their work in a safe and healthy manner.

### Compliance with the Rules

The Contractor, their employees, agents, sub-contractors and suppliers shall comply with these Rules, the Principal Contractor's Health and Safety Policy, the Construction Phase Health and Safety Plan and any other requirements and lawful directions as may be issued from time to time by the Principal Contractor.

The Contractor should note that these Rules are not exhaustive and that at all times the Contractor must ensure that the contract works are carried out in a safe and healthy manner. All costs involved in complying with these Rules, including the provision of any necessary mechanical plant or equipment are deemed to have been assessed and included within the agreed contract sum.

The Contractor shall provide satisfactory Risk Assessments and Method Statements for work activities, as required in the Construction Phase Health and Safety Plan, to the Principal Contractor prior to commencement of work.

### Contractor's Safety Policy

At the Pre-tender stage, the Contractor shall deliver a copy of their current Safety Policy or Safety Statement, as appropriate, to the satisfaction of the Principal Contractor. The Safety Policy/Safety Statement shall require standards of health and safety management and accident prevention at least equal to the Principal Contractor's Health and Safety Policy. For the avoidance of doubt, if the Principal Contractor provides no comments on the Safety Policy/ Safety Statement, the Contractor shall be free to tender at their own risk.

Prior to the appointment of any sub-contractors, the Contractor must obtain, and be satisfied with, a copy of that sub-contractor's Safety Policy or Safety Statement as appropriate. All such information shall be forwarded to the Principal Contractor to their satisfaction before contract works begin.

Failure by the Contractor to provide or obtain from prospective sub-contractors a satisfactory Safety Policy or Safety Statement, shall render the Contractor in breach of their obligations, which, without prejudice to any other remedy for breach of contract, may result in the Contractor's name being withdrawn from the Employer's "Schedule of Approved Contractors".

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**Enforcing Authority Inspectors**

The Contractor shall immediately:

- Report to the Principal Contractor any visit to the site from an Inspector; and
- Comply with any lawful instructions, notices or actions issued by an Inspector.

Full co-operation must be given to any Inspector visiting a site and to the carrying out of any corrective action relevant to the Contractor.

The Contractor shall inform the Principal Contractor immediately of any communication or notice served on the Contractor by an Inspector, and any notification of civil or criminal action in relation to work on the site.

**Supervision - Safety**

The Contractor shall appoint a competent individual, working under their control, to be designated as their Representative for health and safety, who shall be responsible for ensuring:

- Implementation of the Contractor's safety management requirements.
- Awareness of all safety procedures in force at the contract works location and instructing the contractor's employees, agents, sub-contractors and suppliers accordingly.
- Identification and reporting of any areas/activities where the safety of any person, including third parties, may be at risk.
- Liaison with the Principal Contractor and other companies or organisations working on the site to ensure safe working practices.
- Regular site inspections and monitoring are carried out to ensure that the works are carried out in a safe and healthy manner; and
- Reporting of hazards, injuries, dangerous occurrences and diseases as soon as practicable to the Principal Contractor, including a copy of any form F2508 raised in accordance with RIDDOR.

The immediate reporting of hazards to the Principal Contractor shall include where the Contractor suspects or identifies that a work method, the sequence of construction or site conditions render the location unsafe to site personnel, members of the public or subsequent occupiers of the site.

The Contractor shall advise the Principal Contractor, of the name of their appointed Representative for health and safety for the site. Any instruction issued to the Representative with regard to safety management by the Principal Contractor shall be deemed to have been issued to the Contractor.

The Contractor shall maintain a daily record of all operatives directly or indirectly employed who attend the site and such records shall be available for inspection by the Principal Contractor if requested.

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**Information**

Prior to the works commencing, the Contractor shall provide all relevant information relating to the design of a project or part thereof, whether for permanent or temporary works, as required under CDM Regulations, to enable those undertaking the function of Principal Designer to carry out their duties.

Where the Contractor is required to provide any design services, including the design of structural elements, they will be required to demonstrate their compliance with the principles of risk prevention and protection in respect of any design. This will be set out in a satisfactory Risk Assessment and Method Statement, which will cover both the design elements and the operational aspects of the work.

Prior to practical completion being granted for a project, the Contractor will provide all relevant information to the Principal Contractor, to complete the Health and Safety File as required under the CDM Regulations.

**Safety Planning and Method Statements**

Prior to the works commencing, the Contractor shall ensure that:

- A suitable and sufficient risk assessment has been carried out for every task and operation to be undertaken on the contract works.
- Potential safety risks that may be inherent in the task are identified; and
- Any control measures required to reduce such risks are identified and implemented.

If generic risk assessments have been used, the Contractor, to ensure that the specific site conditions are accounted for and adequately assessed and controlled, must provide supplementary specific risk assessments.

Where specifically required by the Construction Phase Health and Safety Plan, or as indicated in the list below, the Contractor shall submit to the Principal Contractor, a satisfactory detailed Risk Assessment and Method Statement which provides specific details of the Contractor's risk assessments and formalised proposals for the safe method of work required to carry out and complete the works.

The Principal Contractor may also request, where it is considered necessary, that a satisfactory Method Statement be submitted in respect of any task, operation or process under their control and any such requirement shall be met prior to commencement of that work.

The Method Statements should contain the following minimum details:

- A description of the task or work to be undertaken.
- The planned sequence and method of work.
- Supervisory structure and control measures.
- Schedule of plant to be used.
- Details of operatives training.
- Written risk assessments to cover, without limitation, the tasks involved, materials to be supplied and manual handling etc.
- Precautions to be taken for the safety of third parties - personnel and property.
- Environmental considerations (noise, waste disposal, vibration, dust etc).
- First Aid and personal protective equipment arrangements.
- Emergency procedures.

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The Method Statement and Risk Assessment shall clearly address the site specific conditions contained in the Pre-tender Health and Safety Plan, shall identify and address incomplete or unavailable information in relation to the site and shall identify safety critical tasks, processes and operations.

For the avoidance of doubt if the Principal Contractor provides no comments on the Method Statement and Risk Assessment, the Contractor shall not commence work. As a minimum, acknowledgement of receipt of the Method Statement and Risk Assessment and permission to start must be provided.

The following, non-exhaustive, tasks/operations will require an appropriate Method Statement prior to such work commencing:

Any work which might involve asbestos	Work in or adjacent to occupied buildings
Crane operations	Hot work
Demolition	Contaminated ground
Night work	Work near, or over water
Underground/services	Lone working
Underpinning	Excavation works
Work adjacent to railway lines	Overhead power cables
Work in confined spaces	Excavations

**Welfare Facilities**

Prior to the commencement of works, the Contractor shall ensure that suitable and sufficient welfare facilities are in place, which are commensurate with the degree of risk associated with substances, processes and activities. Where the Principal Contractor provides such facilities, the Contractor must ensure that they identify and provide any additional facilities required in association with their works and installed prior to works commencing.

**First Aid and Accident/Incident Reporting**

On arrival on site the Contractor will be informed by the Principal Contractor of the:

- Specific site arrangements for First Aid and other emergency procedures; and
- Details and arrangements for contacting emergency services in the event of an accident or incident.

Unless already provided by the Principal Contractor, the Contractor shall, at all times when attending a site:

- Provide and maintain a suitable and adequately stocked first aid box.
- Ensure any such first aid box is in the charge of a responsible person on site.
- Ensure any such first aid box is available for inspection by all authorised persons.
- Ensure there are sufficient trained First Aiders as required by the provisions of the Health and Safety (First Aid) Regulations 1981 unless already provided by the Principal Contractor.

The Contractor shall, without delay, report the following incidents to the Principal Contractor and where required, notify the HSE:

- Hazards to health and safety
- Injury to an individual
- Damage to plant or equipment
- Damage to property
- Acute ill health
- Any other matter within the scope of RIDDOR.



The Contractor shall provide full co-operation in the event of any accident/incident arising on a site, shall provide all necessary details required to complete the appropriate statutory recording and reporting, and will fully co-operate with any investigation procedures.

Any absence from work by the Contractor's employees, agents or sub-contractors resulting from an accident at work or notifiable disease must be reported as soon as practicable to the Principal Contractor where an accident at work or notifiable disease results in absence from work for a period of more than 7 days, the Contractor must also notify the HSE as soon as practicable.

In the event of a major incident, the location of the incident should not be disturbed and any plant involved should not be moved, other than to rescue people or make the plant safe, until authorisation is given by the Principal Contractor or, where relevant, the HSE. In the event that further serious injury or damage is likely to arise, then authorisation should be urgently sought for any additional emergency action.

**Personal Protective Equipment**

The Contractor shall ensure that all personnel working under their control are supplied with, and wear, appropriate and suitable Personal Protective Equipment (PPE).

All sites are designated "Hard Hat" and "Safety Footwear" sites, and, therefore, suitable safety helmets and safety footwear must be provided and worn at all times. The Principal Contractor reserves the right to ban from the site any Contractor, employees, agents, sub-contractors or suppliers who fail to comply with this requirement.

The requirement to wear safety helmets and safety shoes may only be relaxed with the prior consent of the Principal Contractor.

**Fire Prevention**

The requirements of the "Fire Prevention on Construction Sites: Joint Code of Practice" will apply on all projects. The Contractor should in particular note the following:

- Manufactured products classified as "highly flammable" shall not be brought onto the site unless formally authorised by the Principal Contractor.
- Halogen lamps are prohibited.
- Hot work operations will not be carried out other than in accordance with a task specific Hot Works Permit issued by the Principal Contractor.

The Contractor shall:

- Co-operate with any emergency evacuation drill or exercise arranged for the site.
- Select, provide and maintain fire-fighting equipment appropriate to their tasks, operations and processes and ensure that their personnel are trained to use such equipment in the event of an emergency.
- Co-operate and assist with the practical application of all fire prevention controls for each site.

Site-specific controls will be established in the Construction Phase Health & Safety Plan or Fire Plan.

Regardless of how apparently minor a fire may appear, the appropriate Fire Service shall be called. Personnel should assemble at appointed Fire Assembly Points. All such incidents must be reported immediately to the Principal Contractor.

**The Contractor shall at all times keep emergency exits clear of obstructions.**

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**Hazardous Substances (COSHH)**

The Contractor must comply fully with the requirements under the latest Control of Substances Hazardous to Health (COSHH) Regulations and shall notify the Principal Contractor in advance of all hazardous substances to be brought onto the site.

Written risk assessments on the potential hazards and risks associated with the use of hazardous substances must be submitted by the Contractor to the satisfaction of the Principal Contractor, identifying the measures and controls to eliminate or minimise those risks.

Copies of manufacturer’s current materials safety data sheets must be provided to the Principal Contractor for all materials brought onto the site by the Contractor and must include the emergency contact details.

Copies of the written risk assessments and material safety data sheets will be retained on the site file for information purposes in the event of an incident arising. Copies must also be maintained by the Contractor and be available on site whilst the Contractor carries out the contract works.

The Contractor is reminded that it is their duty to ensure that their employees, agents, sub-contractors and suppliers are suitably informed of the risks associated with the use of all hazardous substances/materials and are trained in the safe handling and use of these products.

**Plant and Plant Operative Certification**

The Contractor shall ensure that any item of work equipment or plant brought onto and used on a site shall:

- Be fit for the purpose intended.
- Have, where appropriate, a current test certificate register or report of thorough examination.

Such test certificate, register or report of thorough examination must be available for inspection by the Principal Contractor. Copies of “safe load” certification must be provided, for record purposes, to the Principal Contractor’s Project/Senior Site Manager or representative. All necessary registers and reports must be maintained and all maintenance, repairs and alterations to the plant must be recorded accordingly.

All work equipment and plant must:

- Be operated within the environmental and industrial noise control limitations.
- Be operated by trained and competent operators.
- Be switched off, isolated and made safe and secure when not in use.
- Not have the fuel tanks filled whilst the engine is running.

**All operatives must have, and provide to the Principal Contractor, satisfactory evidence that they have been suitably trained in the use of such work equipment and plant. Such evidence must be presented to the Principal Contractor’s Project/Senior Site Manager or representative for verification and registration, prior to the use of such plant on the site.**

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**Electricity at Work**

All electrically powered hand tools must, where practicable, be powered by a 110 volts CTE supply or battery power. The Contractor shall ensure the provision of all necessary transformers and leads required to comply with this. These requirements will apply even where works are carried out within completed and occupied premises. Use of 240 volt domestic supply is strictly forbidden. Radios and other audio or entertainment equipment must be battery operated only, and must not be connected to the 110 volt or 240 volt supply under any circumstances.

The Contractor will ensure that all tools, connection/s and leads are regularly inspected and tested in accordance with the latest Provision and Use of Work Equipment Regulations and Electricity at Work Regulations. Satisfactory proof of testing must be provided where requested by the Principal Contractor.

All leads and connections provided in conjunction with the tools must be without defect and the Principal Contractor may request the immediate removal of all tools, connection/s and leads of connections that are found not to comply with these requirements.

Works in the vicinity of overhead, underground, or concealed electrical services shall be subject to detailed planning. Prior to works commencing, the Contractor shall ensure that a detailed Risk Assessment and Method Statement is supplied to the satisfaction of the Principal Contractor.

**Manual Handling**

In accordance with the latest Manual Handling Operations Regulations, the Contractor shall ensure that their employees, agents, sub-contractors and suppliers are not required to manually handle any objects or materials of such configuration or mass as to cause, or may be likely to cause, injury.

All manual-handling operations shall be carefully assessed to identify any potential risks involved and to ensure that any necessary controls and special equipment are introduced and implemented.

Mechanical means of lifting should be the first consideration as a control measure.

Manual handling assessments should take particular account of work carried out in restricted areas, bulky objects and materials, and the configuration of such objects and materials. Adequate information including, any requirements for materials handling equipment relating to manual handling, shall be provided to the Principal Contractor prior to work commencing.

**Noise, Pollution and Waste Management**

The Contractor shall note that in accordance with the latest Noise at Work Regulations, any risks likely to damage hearing from noise generating processes or operations must be reduced to the lowest level reasonably practicable.

To ensure compliance with these Regulations the Contractor shall assess the likely risks and introduce appropriate controls to reduce those risks. As a last resort to control identified risk the Contractor will provide and ensure the use of personal protective equipment.

The Contractor shall inform the Principal Contractor of the results of their risk assessments to ensure that the overall site hazards and risks are not jeopardised by the Contractor's operatives.

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The playing of radios or other audio/entertainment equipment shall be restricted. Where in the opinion of the Principal Contractor, nuisance or annoyance arises then the playing of such will be stopped immediately and banned thereafter.

The Contractor shall comply with all notices and consents given under Part III of the Control of Pollution Act 1974 and shall observe any requirements of the Local Authority Environmental Health Office as and when directed.

All Contractors are reminded of their responsibility under current environmental legislation, where their works involve the transportation of any form of waste materials that they are obliged to register with the waste regulation authority. Where requested by the Principal Contractor, the Contractor shall provide satisfactory evidence of their registration.

### Scaffold and Working at Height

Where work is required to be carried out above ground level, then the Contractor shall ensure that safe access and working places, working procedures, controls and supervision are provided. The Contractor shall ensure access and working places are in accordance with current legislation, and that they are inspected **prior** to use and thereafter every 7 days or after modification or adverse weather which could affect its stability and a report written and left on site.

The Contractor, their employees, agents, and sub-contractors will, where permitted by the Principal Contractor, have the right, for the purposes of the contract works only, to use any scaffold erected by the Principal Contractor, whilst it remains so erected on the site. Any misuse, unauthorised alteration, adaptation or abuse will not be tolerated. In particular, the removal of scaffold boards, guardrails, ladders or other integral parts of a scaffold structure is **not allowed** except by personnel authorised by the Principal Contractor.

The Contractor shall appoint a suitably trained person to confirm that the scaffold structure is secure and suitable for the intended purpose. Any defects or concerns must be reported immediately to the Principal Contractor for remedial action and no person permitted to use the defective scaffold structure until it is considered safe by the Principal Contractor.

Where the Contractor provides for their use any proprietary system of access equipment, then the same shall be carefully erected and inspected by a competent person to ensure its stability and suitability, prior to its use and at frequent intervals thereafter.

Where the work is carried out within or on the superstructure, suitable leading edge protection, incorporating guardrails or suitable barriers, and toe boards must be installed and maintained.

Fall arrest devices, including safety netting, must be provided and used in all instances where the risk assessment for the specific operation identifies the need.

Where ladders are provided for access these must be adequately secured near their top and based on firm level ground. If the ladders do not extend above the landing place by at least 1 metre or any defects are noted, then the Principal Contractor must be advised accordingly and a replacement ladder requested.

NB. All scaffolding contractors will be required to work in accordance with the guidance produced by the National Access and Scaffolding Confederation (NASCC) entitled – “The Use of Fall Arrest Equipment whilst Erecting, Altering and Dismantling Scaffolding.”

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**Temporarily Unsupervised Sites and Lone Workers**

In some instances it may be necessary for the Principal Contractor’s Project/Senior Site Manager to be absent from the site. In such cases, the Principal Contractor will co-ordinate safety requirements with the Contractor and all other contractors before leaving the site. The Principal Contractor will establish the work activities to be undertaken, that safety procedures are in place and where they can be contacted during their absence.

The following work activities may not be undertaken in the absence of the Principal Contractor’s Project/Senior Site Manager:

- Excavation works.
- Crane operations.
- Commissioning and de-commissioning of scaffolding.
- Demolition.
- Any other operations designated as being safety critical and identified as such in the Construction Phase Health & Safety Plan.

In the event of any agreed system of work needing to be altered, the Contractor shall ensure that the Principal Contractor’s Project/Senior Site Manager is contacted immediately. The task or operation shall cease until authorisation is obtained from the Principal Contractor.

In situations where the Contractor, their employees, agent or sub-contractor is to be a “lone” worker on a site, then the lone individual shall confirm with the Principal Contractor’s Project/Senior Site Manager and/or regional office that they are aware of their intended arrival and departure from the site.

**Before an individual is allowed to work alone on the site:**

The Contractor must provide the Principal Contractor with a satisfactory risk assessment that also contains emergency arrangements.

Permission of the Contract/Project Manager must be obtained.

The location, time scales, emergency contacts and work to be carried out must be agreed and notified to the individual.

**Tidiness, Access and Egress**

Large proportions of injuries at work are caused by accidents involving slips, trips and falls. The Contractor shall:

- Maintain a tidy work area to enable safe access and egress for themselves, other trades, vehicles and plant.
- Safely stack all materials so as not to cause a hazard and regularly remove rubbish and waste materials to designated areas.
- Protect all work and materials in a safe manner.
- Co-operate with the Project/Senior Site Manager by implementing their instructions with respect to general housekeeping/access/egress and waste management.

The Contractor shall at all times ensure that the site and the works are kept in a safe, clean and workmanlike condition to the Principal Contractor's satisfaction.

What is safe and workmanlike shall be in the sole discretion of the Principal Contractor. Particular attention must be given to ensuring that the emergency evacuation routes are kept clear at all times.

In the event of a breach of this requirement, all costs for removing rubbish etc. will be contra-charged against the Contractor.

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**Alcohol and Drugs**

Any person partaking of illegal drugs, or consuming alcohol, or, in the opinion of the Principal Contractor is considered to be under the influence of either drugs or alcohol, shall not be allowed onto a site, and will, where necessary, be immediately dismissed from the site.

**Training**

The Contractor shall comply with all statutory requirements, in particular the Health and Safety at Work etc. Act 1974 and relevant associated legislation, and ensure that all their employees, agents, sub-contractors and suppliers are:

- Suitably trained in safe working systems and in the use and operation of any plant, equipment, hazardous substances brought onto or used in the performance of the contract works.
- Provided with adequate information with regard to health, safety and environmental risks and safety procedures.
- Are provided with adequate instruction and supervision regarding relevant safety procedures for tasks being undertaken in performance of the contract works.

Please sign below to indicate that you have read and accept the above Management of Sub-Contractor document:

Signature:.....

Print Name: .....

Date:.....

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**ABBNEY PYNFORD CONDITIONS OF SUB-CONTRACT ORDER**

Definitions:	Sub-Contractor	- Engaged by the contractor to carry out the work.
	Contractor	- Abbey Pynford Services Ltd - Abbey Pynford Foundation Systems Ltd - Abbey Pynford Geo Structures Ltd - Abbey Pynford Foundation Solutions Ltd
	Employers Representative	- Agent of the client.
	Main Contract	- The contract between the Contractor and its Employer in respect of this project.
	The Sub-Contract Works this Order.	- The construction and/or supply service to be provided by the Sub-Contractor for the Contractor referred to in this Order.
	Contract	- The contract between the Contractor and the Sub-Contractor for the provision of the Sub-Contract Works as evidenced by this Order.

1. Unless expressly accepted in writing by the Contractor, no alternative to or qualification of these terms and conditions shall be deemed to apply to the Sub-Contract work whether contained in any of the Sub-Contractors written or printed documents or otherwise.
2. The Sub-Contractor is deemed to have full knowledge of the terms and conditions of the Main Contract and, shall undertake and perform to the satisfaction of the Employers Representative under the Main Contract and of the Contractor, all the obligations imposed upon or undertaken by the Contractor under the Main Contract in respect of the Sub-Contract Works, and the Sub-Contractor shall indemnify the Contractor against all claims (including action, damages, costs and expenses), which may be brought against or be incurred by him in connection with or arising out of the execution and performance of this Contract and the Sub-Contract Works. In addition to the obligations imposed by this clause the Sub-Contractor is required to exercise the skill, care and diligence it is reasonable to expect of a suitably qualified Sub-Contractor experienced and undertaking services of a similar scope, purpose, size and complexity to the Sub-Contract Works. Subject to the above requirements, the manner in which the Sub-Contractor provides the Sub-Contract Works is a matter for the Sub-Contractor alone.
3. On supply and fix Sub-Contracts all goods and services provided under the Contract shall be in accordance with the relevant British Standards and Codes of Practice unless specified otherwise, and shall become the property of the Contractor when delivered to Site pursuant to the Contract. The risk of loss or damage to the Sub-Contract Works shall pass on practical completion of the Sub-Contract Works.
4. The Sub-Contract Works are at all times to be managed and supervised by experienced personnel and the operatives engaged thereon must be acceptable to the Trade Union recognised for the work on the site.
5. On labour only Sub-Contracts the Contractor will provide: -
  - a. all materials necessary in the construction of the works and delivery of same to work area; subject to the conditions stated overleaf in the Sub-Contract order;
  - b. all drawings and sketches necessary for the work and the initial setting out positions, lines and levels;
  - c. details of all variations and records of modifications required by the Employers Representative and/or the Contractor;
  - d. a programme of the work which will be on a daily basis;
  - e. site facilities comprising toilets, safety and first aid;
  - f. the free use of the plant/services specified overleaf in the Sub-Contract order.
6. On labour only Sub-Contracts the Sub-Contractor will provide and be responsible for: -
  - a. all labour, plant and small tools (except as noted in item 7 overleaf);
  - b. all setting out, other than basic location, line and level, in accordance with sketches or drawing extracts issued by the Contractors representative.
7. The relationship between the Sub-Contractor and the Contractor is that of independent contractor and nothing in this Sub-Contract Order shall render the Sub-Contractor or his employees, workers or personnel to be an employee, worker, agent or partner of the Contractor. The Sub-Contractor indemnifies the Contractor against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Contractor in connection with or in consequence of any liability for any employment-related claim or any claim based on worker or employment status (including reasonable costs and expenses) brought by the Sub-Contractor or his employees, workers or personnel against the Contractor arising out of or in connection with the Sub-Contract Works.
8. The hours of work will be those in force on the site at the time the Sub-Contract Works are carried out, and no additional payment will be made should it be necessary for the Sub-Contractor to work outside the normal site hours, or employ additional labour to maintain his programme.
9. Time for completion is of the essence of the contract. It may be extended by the Contractor if delay in completion is caused by circumstances beyond the Sub-Contractor's control provided notification to the Contractor by the Sub-Contractor has been given within seven days after becoming aware of the cause of any such delay. The delays of the Sub-Contractors suppliers, Sub-Contractors, or carriers or failure on the part of the Sub-Contractor to procure in good time any materials or labour shall be deemed not to be a cause beyond the Sub-Contractors reasonable control.
10. The Sub-Contractor may sub-let the whole or any portion of the Sub-Contract Works to a suitably qualified and skilled substitute following notice to but without the specific and written approval of the Contractor. Should the Sub-Contractor sub-let the whole or any portion of the Sub-Contract Works, the Sub-Contractor shall procure that any substitute complies with the terms of this Sub-Contract Order as if they were the Sub-Contractor and, if the Contractor so requests, procure that they enter into a further agreement with the Contractor on terms equivalent to those contained in this Sub-Contract Order. On appointment of any substitute, the Sub-Contractor indemnifies the Contractor in respect of all and any breach of or failure by the substitute to comply with this Sub-Contract Order and in respect of the remuneration of any substitute and compliance with all obligations relating to deductions from any such payment. The Contractor reserves the right to immediately remove from site any substitute the Sub-Contractor has engaged without complying with this clause.
11. The Contractor shall deduct tax from payments made under the Sub-Contract in accordance with any relevant statutes in force from time to time, and, at his discretion, the Contractor may terminate the Sub-Contract, with or without notice, unless the Sub-Contractor produces to the Contractor's satisfaction the relevant documentation or verification number from Her Majesty's Revenue and Customs confirming the Sub-Contractor's status.



12. The Contractor shall deduct the amount of any levy required by the Construction Industry Training Board and the Sub-Contractor will be deemed to have included in his rates for the amount of any such levy.
13. The Sub-Contractor must comply with the requirements of all statutory Rules and Regulations in respect of Safety Health & Welfare, Machinery, Electricity etc., which may be in force or be introduced during the course of the work and shall be responsible for due observance and compliance with all notices and regulations whatsoever regarding safe conduct of the work and security arrangements which may be laid down and introduced to the site from time to time.
14. The Sub-Contractor shall comply with all Acts of Parliament Ordinances, Regulations, Bye-laws and Statutory Instruments of any Minister of the Crown or Government Department and shall furnish proof of so doing to the Contractor as and when requested. In addition the Sub-Contractor shall free and indemnify the Contractor and his Principals from and against all penalties, fines and liabilities whatsoever arising from the Sub-Contractors failure to so comply.
15. If the Sub-Contractor is a registered person within the meaning of the current regulation regarding Value Added Tax, he shall upon the signing of this Sub-Contract, immediately inform the Contractor of his registration number and both the Sub-Contractor and the Contractor shall carry out their respective responsibilities under the Value Added Tax regulations.
16. The Sub-Contractor shall be liable for and shall indemnify the Contractor and his principals against any liability, loss claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or death of any person whosoever or in respect of any injury or damage whatsoever to any property real or personal arising out of or in the course of or caused by the carrying out the Sub-Contract works unless due to any act or neglect of the Contractor, his servants or agents.
17. Without prejudice to his liability to indemnify the Contractor under Clause 16 of this Sub-Contract, the Sub-Contractor shall maintain Employer's liability and public liability and Contractors all risk insurances including but not limited to maintaining such insurances as are necessary to cover the liability of the Sub-Contractor in respect of personal injury to or death of any person whosoever or in respect of any injury or damage whatsoever to any property real or personal arising out of or in the course of or by reason of the carrying out of the Sub-Contract Works. The insurance in respect of claims for personal injury to or death of any person under a contract or service or apprenticeship with the Sub-Contractor and arising out of and in the course of such persons employment shall comply with Employers Liability (Compulsory Insurance) Act 1969 and any statutory order made there under or any amendment or re-enactment thereof. For all other claims to which this clause applies the minimum insurance cover shall be the sum stated overleaf in the Sub-Contract order (or such greater sum as the Sub-Contractor shall choose) for anyone occurrence or series of occurrences arising out of one event. These insurances must extend to include a general principals indemnity clause.
18. Except where expressly stated to the contrary in the Main Contract the temporary buildings, plant tools and equipment owned, hired or provided by the Sub-Contractor shall be at the sole risk of the Sub-Contractor who shall indemnify the Contractor and his Principals against any loss, claim or proceeding in respect thereof.
19.
  - a. Where the Sub-Contractor is required to effect insurances he shall when reasonably required to do so by the Contractor produce for inspection the policy or policies and receipts for the current premium or premiums.
  - b. Should the Sub-Contractor make default in insuring or continuing or in causing to insure as provided in this Sub-Contract, the Contractor may himself insure against any risk with respect to which the default shall have occurred and may deduct a sum or sums equivalent to the amount paid or payable in respect of premiums from any monies due or to become due to the Sub-Contractor.
20.
  - a. Payment during the works to be on an interim basis for all works properly completed. A fully particularised application for payment/invoice is to be submitted for agreement to the Contractor by the Sub-Contractor in accordance with term 4 of the Sub-Contract Order overleaf. Payment of the application for payment/invoice will become due upon the expiry of the period referred to in term 4 of the Sub-Contract Order overleaf ("the due date"). A notice specifying the amount of the payment to be made with the reasons for any deductions from the amount of the invoice/application for payment will be given not later than 5 days before the due date. The final date for payment of the amount which becomes due will be 14 calendar days after the due date. The deductions referred to in this clause may include but are not limited to the Contractor's reasonable estimate of their loss and/or damage or likely loss and/or damage suffered or which may be suffered on this or any other Contractor between the Contractor and the Sub-Contractor.
  - b. These prices are deemed to include for all costs and expenses whatsoever incurred by the Sub-Contractor including but not limited to the provision and use of the Sub-Contractors own small tools in performing the work or services in every way to the Contractors satisfaction, all travelling allowances, subsistence, bonuses, non productive overtime and overhead charges of every kind, including the statutory maintenance of national Insurance Cards including National Graduated Pension Scheme, Building and Civil Engineering Holiday Scheme, Third Party and Employers Liability Insurance, Construction Industry Training Board Levy.
  - c. Payment will be subject to a retention as stated in the Sub-Contract Order, one half of which will be released upon the Contractor certifying that the Sub-Contract works have been satisfactorily completed and the remainder upon completion of the defects liability period in the Sub-Contract order.
  - d. Day-works must be authorised in writing, and payment will only be made if the Sub-Contractor submits day-work sheets within 24 hours of doing the work and has them signed by either the Contractors Site Manager or Site Supervisor.
21. The Contractor reserves the right to vary the works either by way of addition, omission, and alteration or otherwise at any time and the Sub-Contractor shall comply with such variations as if they were stated in the specification or Contract. If after receipt of any such variation the Sub-Contractor shall consider that the time for completion of the Works shall be prejudiced he shall within 7 days of such receipt give notice in writing to the Contractor who shall grant such extension of time, if any, in respect thereof as may be reasonable under all the circumstances. If as a result of variation the Sub-Contractor becomes entitled to be paid an extra sum or the Contractor becomes entitled to a deduction from the contract price such sum or deduction shall be fixed by reference to the contract rates or prices so far as the same are applicable or, where they are not applicable, by reference to such rates of prices as may be reasonable in all the circumstances.
22. Any decision of the Employer's Representative or any other person in relation to the Sub-Contract Works, if made final and binding on the Contractor by the terms of the Main Contract, shall also be final and binding on the Sub-Contractor but any other dispute or difference arising in connection with this Sub-Contract shall be the subject of legal proceedings and the parties agree to submit to the non-exclusive jurisdiction of the English Courts. For the avoidance of doubt, English Law shall apply to the Contract.
23. In addition, and without prejudice to any other rights or remedies which the Contractor may have, he shall be entitled to determine this Sub-Contractor forthwith by notice in writing in the under noted circumstances, and in the instance set out in a, b, c, and e, he shall also be entitled to take the Sub-

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Contract work out of the Sub-Contractors hands and may by himself, his servants and Agents execute complete and maintain the Sub-Contract work, and in such event he may recover his reasonable costs of so doing from the Sub-Contractor or deduct such costs monies otherwise becoming due to the Sub-Contractor.

- a. If at any time the Sub-Contract Works are not being carried out to the reasonable satisfaction of the Contractor or of the Employers Representative under the Main contract.
- b. If the Sub-Contractor shall not proceed with the Sub-Contract work with such speed and in such sequence as shall in the Contractor's reasonable opinion be necessary to avoid delay to other work under the Main Contract or to complete the Sub-Contract works within the required time.
- c. If default is made by the Sub-Contractor in complying with the written order from the Contractor to proceed with the Sub-Contract Works or to rectify or replace defective work for the period mentioned in such order, not being less than 10 days.
- d. If the Main Contract shall be determined.
- e. If the Sub-Contractor commits an act of bankruptcy or makes or enters into any deed of arrangement or composition with his creditors or being a Company appoints or has appointed a Receiver or suffers liquidation whether compulsory or voluntary (except liquidation for the purpose of reconstruction) or suffer or allow any execution whether legal or equitable to be levied on this property or obtained against him.

In the event of such determination the Sub-Contractor shall be entitled to payment in accordance with the terms of the Main contract.

- 24. Sub-Contractors shall ensure that the persons they intend to employ on the contract are competent to perform the task for which they are to be engaged by either:-
  - a. Substantiating that these persons have been satisfactorily employed for more than two years and hold a valid CSCS Card.  
Or
  - b. Providing written evidence that they have received and validated applications for employment submitted by these persons and hold a valid CSCS card.
 This procedure will be implemented both at the start of the Sub-Contract works and as necessary during the Sub-Contract.

- 25. Sub-Contractors shall operate methods and procedures for the employment of labour which are in accordance with current codes of practice for Industrial Relations and Employment Protection, and in particular shall ensure that all their employees are issued, within one week of their engagement, with a statement of their particulars of employment and copies of the Sub-Contractor's.
  - a. Disciplinary Procedure.
  - b. Grievance Procedure.
  - c. Company Safety Policy.
 Sub-Contractors shall regularly up-date any documents issued to his Labour force in the light of legislative changes and/or changes in the above named national agreements for the industry.

- 26. Consumer Protection Act 1987 Health & Safety At Work 1974 and the Control of Substances Hazardous to Health Regulations 1988 - The Sub-Contractor shall comply with the above Acts and Regulations and shall send to the Contracts Manager at the site address not less than 5 working days before commencing the Sub-Contract Works all adequate information including the identity of any substance hazardous to health, product data sheets and guidance notes relating to the safe use, handling and storage of goods, substances and articles supplied under this Sub-Contract Agreement as required by the above Acts, Regulations and Safety Regulations made under section 11 of the consumer protection Act 1987 and any amendments to the same. The Sub-Contractor will be required to produce such method statements and risk assessments as the Contractor deems appropriate together with a copy of their Health and Safety Policy. These must all be submitted again not less than 5 working days before commencing the Sub-Contract Works. The Sub-Contractor shall indemnify the contractor against all losses, costs, damages incurred in connection with a breach of this clause by the Sub-Contractor.

- 27. In the absence of written agreement to the contrary, all rights, title to and interest in all intellectual property (including patents, copyright, registered and unregistered design rights and trademarks) and materials, (including all plans, diagrams, specifications, designs, data, drawings and models) which are developed, designed or generated by the Contractor whether prior to or in the performance of any contract with the Sub-Contractor, shall vest in and belong to the Contractor as legal and beneficial owner. The Sub-Contractor grants the Contractor an irrevocable, non-exclusive, royalty free assignable licence to use and to reproduce any document or other material whatsoever connected with the Contract.

- 28. Either party may at any time refer a dispute to adjudication. Any adjudication should be carried out pursuant to the Model Adjudication Procedures published by the Construction Industry Council current at the time of reference. The nominating body shall be the Royal Institute of Chartered Surveyors.

- 29. Contracts with Sub-Contractors are not intended to benefit third parties and the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded.

- 30. Where the obligations imposed upon the Sub-Contractor via the Main Contract pursuant to clause 2 of these Conditions are in conflict with these Conditions of Sub-Contract Order then these Conditions of Sub-Contract Order shall prevail.

Please sign below to indicate that you have read and accept the above Conditions of Sub-Contract Order wording:

Signature: .....

Print Name: .....

Date: .....

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