

CWSEC LTD t/a BEAUTIFUL BASEMENTS
Subcontractor Terms and Conditions



Basement Build
Conversion
Retro-fit
Waterproofing

GENERAL

1. These conditions shall govern each and every transaction between Beautiful Basements; hereafter know as the Company, and the Sub-Contractor. These conditions may only be modified by variation in writing, signed on behalf of the Company by senior management. No other action on behalf of the Company shall be construed as an acceptance of any other conditions.

PRINCIPAL CONTRACT

2. The Sub-Contractor shall fully comply with the terms of the Principal Contract of which he is deemed to have notice, insofar as they relate to the Sub-Contract work.

QUALITY

3. The Sub-Contractor shall carry out the work specified expeditiously and in accordance with the Company's program, including all variations, omissions or additions which may be notified to him, to the satisfaction of the Company.

4. All works carried out by the Sub-Contractor shall be of the highest quality and suitable in every respect for the purpose for which they are required. They will be carried out in accordance with the recommendations of the manufacturer and codes of practice applicable to the fitting or installation of the goods or materials.

The sub-contractor is considered a specialist service provider and as such shall be responsible for ensuring general quality standards within his / her area of expertise are adhered to.

DEFECTS

5. All defects or other faults in the work of the Sub-Contractor shall be made good at once by the Sub-Contractor at his own expense. In the event of the Sub-Contractor failing to rectify faulty works to the satisfaction of the Company and The Company's Client within a time specified by the Company, rectification works will be carried out by the Company and the cost thereof, will be charged to the Sub-Contractor. If the Client will not allow the Sub-Contractor to carry out any rectification works, then the Company will carry out the works and the cost thereof will be charged to the Sub-Contractor.

Where works program will be delayed by rectification the Company reserves the right to immediately carry out and rectification at the sub-contractor's expense.

INDEMNITY

6. The Sub-Contractor shall indemnify the Company against any loss, damage or costs suffered by it arising from any breach by the Sub-Contractor of the principal contract conditions or negligence or breach of duty by the Sub-Contractor or any of his agents.

INSURANCE

7. The Sub-Contractor shall maintain such insurance cover as is necessary to cover the Sub-Contractors liability under Clause 6 and provide a copy of the Public Liability Certificate. Should the Sub-Contractor not provide public liability insurance then the Company will provide cover and make deductions to cover premium costs from any amounts due to the Sub-Contractor.

NUISANCE, HEALTH AND SAFETY

8.The Sub-Contractor shall exercise all due care and take adequate precautions to prevent nuisance, loss, damage or injury to persons or property. He shall maintain his equipment in a safe and sound condition and comply with all statutory requirements relating to it. He shall take the necessary measures to safeguard the health and safety of all persons who may be affected by his performance of the contract and shall observe and conform with the provisions of the Health & Safety At Work Act and the regulations made pursuant to the said Act and any subsequent relevant legislation including the C.O.S.H.H. and C.D.M Regulations.

9.In the interest of Health & Safety, no Sub-Contractor or any of the Sub-Contractors staff will consume any alcohol during the course of the working day. Any operative who does will be dismissed from site and any costs incurred by the Company will be charged to the Sub-Contractor.

SCAFFOLD

10. The Sub-Contractor will erect and dismantle all scaffolding in accordance with the relevant health and safety guidelines.

TOOLS AND EQUIPMENT

11.The Sub-Contractor will provide all the necessary tools and equipment required to carry out the works. If the Company lends any equipment owned by the Company to the Sub-Contractor or hire any equipment for use by the Sub-Contractor then the Sub-Contractor will indemnify the Company against any loss, damage or theft of the equipment until the equipment is either returned to the Company or collected by the hirer.

RUBBISH

12.The Sub-Contractor shall clear away all rubbish and debris resulting from the execution of the Sub-Contract works upon completion. Failure to do this may constitute a breach of Health and Safety and also may result in costs being applied to the Sub-Contractor for third party site cleans.

TIME

13.Labour will normally be provided by the Sub-Contractor between the hours of 8:00 AM and 6:00 PM Monday to Friday, but the Company may require labour outside these hours. Any costs incurred by the Company owing to a failure of the Sub-Contractor to provide adequate labour to fulfil the Sub-Contract will be chargeable to the Sub-Contractor. The Sub-Contractor will not withdraw any labour from site during the working day or prior to completion of the sub-contract without agreement by the Company. Any costs incurred by the company by the sub-contractor's withdrawal of labour or failure to complete the sub-contract will be charged to the sub-contractor.

14.If for whatever reason a Sub-Contractor does not arrive on site or is late arriving on site, the Company must be informed immediately by the Sub-Contractor. Any costs incurred by the Company due to the non-arrival or late arrival of the Sub-Contractor will be charged to the Sub-Contractor.

DEDUCTIONS

15.The Company operates strictly with the CIS tax deduction scheme implemented by H.M. Government.

16.The Company may deduct from any sums due to the Sub-Contractor any amounts that are or may be due to the Construction Industry Training Board (CITB) under the Sub-Contract.

17.The Company may make any deductions necessary as detailed in this agreement.

18.The Company may make any deductions necessary due to delays or failure to complete the sub-contracts, any loss, damage or theft of any equipment which is the responsibility of the Sub-Contractor as Clause 11 along with any additional and/or consequential costs that may arise.

SET OFF

19. The Company shall be entitled to apply any monies due to the Sub-Contractor in or towards payment of any sum owing by the Sub-Contractor to the Company in relation to any other matter whatsoever.

NON-ASSIGNMENT

20. The Sub-Contractor may re-assign or sub-let the execution of this sub-contract or any part or parts thereof only if prior written consent has been given by the Company.

21. The Sub-Contractor will not [for the period of 12 months from the completion of the sub-contract] undertake works for the client or principle contractor without express written permission of the Company and the sub-contractor agrees to pay the Company an “introduction fee” for any works carried out for the client or principle contractor this fee being 15% of the gross value of any works. The Sub-Contractor additionally agrees to pay the Contractor any lost profit arising from the Sub-Contractor undertaking works for the client or principle contractor.

PAYMENT TERMS

22. LABOUR ONLY– Payment will be made by the Company to the Sub-Contractor as defined on the Beautiful Basements Sub-Contractor Payment Calendar and Sub-Contractor Payment Terms – normally 21 days (subject to compliance with these terms and conditions).

SUPPLY AND FIX– Payments will be made by the Company to the Sub-Contractor 21 days after receiving an Invoice (subject to compliance with these terms and conditions).

TERMINATION

23. The contract between the Company and the Sub-Contractor may be terminated in the following circumstances:

- a. If the main contract is terminated;
- b. If the Sub-Contractor fails to proceed promptly and diligently with the work to the satisfaction of the Company and Client;
- c. If the Sub-Contractor fails to remedy defective work to the satisfaction of the Company and Client within a time specified by the Company;
- d. If the Sub-Contractor commits any other breach of any of the conditions detailed within this document.

24. Any termination of the contract under Clause 23 shall be without prejudice to the contractual rights of the parties as at the date of termination.

Sub-Contractor Name	
Nature, details and extent of sub-contract	
Signed on Behalf of the Company	Signed _____ Print Name _____ Date _____
Signed by the Sub-Contractor	I agree to the terms and conditions of this agreement Signed _____ Print Name _____ Date _____

Notes to Sub-Contractors

In order for the Company to process payments promptly please provide the following information on each invoice

- Your name or Company Name
- Invoice number
- Invoice date
- Your address & contact details, phone, email
- Site address
- Details of work undertaken and dates
- UTR
- NI
- If Ltd Co – company registration number
- Bank sort code and account number

Unless this information is supplied your invoice will be returned for amendment.

Please attach day works cards to your invoice if applicable. Your invoice will be returned if required cards are not submitted.

**PLEASE NOTE THAT MOBILE PHONES ARE NOT ALLOWED TO
BE USED ON SITE DURING WORKING HOURS FOR ANY REASON
- APART FROM DURING PERMITTED BREAKS.**