

TERMS AND CONDITIONS

VENDOR / SUBCONTRACTOR

1. TENDERING PROCEDURES

1.1 Generally

1.1.1 Tenderers shall submit their Tender for the Subcontract Works based on the extent, arrangement, dimensions, shapes, finishes, structural conditions, design and performance requirements indicated on the drawings, in the Specifications and other Tender Documents.

1.1.2 The Tender Documents indicate the requirements for the Subcontract Works at the time of tender. Any item of the Subcontract Works mentioned in the Specifications and not shown on the drawings, or shown on the drawings and not mentioned in the Specifications, shall be deemed to be allowed for as if shown or mentioned in both. The Tenderer shall bring to the attention of the TOTAL Controlled Demolition Services Ltd during the tender period.

1.1.3 The Tenderer is to check the numbers of the pages of all documentation and should any be found missing, or unclear, must notify the TOTAL Controlled Demolition Services Ltd at once for clarification. The Tenderer, where required, is to visit the TOTAL Controlled Demolition Services Ltd to review other documentation including the Main Contract Terms.

1.1.4 The Tenderer shall allow for everything necessary to construct the Subcontract Works. This shall be deemed to include (but not be limited to) all design where appropriate, supervision, labour, and materials which may be required by the approved design.

1.1.5 Ambiguities, discrepancies, errors or omissions etc. in the Tender Documents, which are identified by the Tenderer shall be brought to the attention of the TOTAL Controlled Demolition Services Ltd during the tender period.

1.1.6 The Tenderers submission is deemed to be fully compliant with all documentation contained within Tender Documents, unless their offer is accompanied by a clearly titled derogation schedule.

1.1.7 Pricing Schedules are to be fully priced out and totalled as appropriate. Items not specifically identified in the pricing schedules are deemed to have been included for elsewhere by the Tenderer.

1.1.8 The Tenderer shall bear in full all costs in connection with submitting his Tender. The Main Contractor is not obliged to accept the lowest or any tender.

1.1.9 No claim arising from errors in the Tenderers design development/working drawings, pricing, quantities or the like will be accepted.

1.1.10 Before submitting his Tender, it is recommended that the Tenderer inspects the sites as no claim on the grounds of want of knowledge in any respect will be allowed. All site visits must be arranged through the TOTAL Controlled Demolition Services Ltd.

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1.2 Documents Issued for Tender

1.2.1 Relevant Standards, Codes of Practice and Procedures are referred to in the Specification. Instances of conflict between these Standards, Codes and Procedures and the Specification should be brought to the attention of the TOTAL Controlled Demolition Services Ltd for clarification.

1.2.2 The Tenderer shall ensure completion and submission of the Sub-Contractor HS&E Questionnaire & Declaration (Pre-Contract Award) issued by TOTAL Controlled Demolition Services as part of the overall Tender.

1.2.3 The Tenderers submission is deemed to be fully compliant with all documentation contained within Tender Documents, unless their offer is accompanied by a clearly titled derogation. schedule.

1.3 Subcontract Programme Schedule

1.3.1 Due cognisance of any Subcontract Programme schedule / information within the Tender Documents should be taken.

1.4 Subcontractor's Tender Programme

1.4.1 The Tenderer shall submit with his Tender where requested a Tender Programme which is to include details of: -

All activities for which the Subcontractor is responsible, including the preparation of drawings and their approval, submission of samples, procurement, and fabrication of parts, works testing, delivery to site, installation, testing, proving, and commissioning. Items required to be carried out by others to facilitate the Subcontractor's activities. including approval of Subcontractor's drawings, method statements and proposals. Interfaces with, and exchange of information with other Subcontractors. Any other requirement of the Specification. Key dates referred to in the Subcontract Programme Schedule.

1.4.2 The Tender Programme is to include adequate periods of time to execute work connected with the expenditure of all defined Provisional Sums included elsewhere in these Tender Documents.

1.5 Management Generally

1.5.1 The Subcontractor shall include with his Tender his management proposals together with details of his proposed supervisory staff for both on and off-site activities. The Subcontractor's management proposals may on acceptance of the Tender be incorporated into and form part of the Subcontract. Where the Subcontractor has a design or design development responsibility his management proposals must include details of his design staff envisaged at any one time throughout the project, with individual site breakdowns. The management proposals shall include the following information in respect of all supervisory/design staff:

Organisation chart (on-site & off-site periods)

Name, title and function, CV and references for key staff involved with the project, in accordance with TOTAL CONTROLLED DEMOLITION SERVICES LTD 'competency of supply chain management standard's'.

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Duration and percentage involvement on the Subcontract Works.

Unit cost per week & total cost allowance

1.5.2 The above information does not in any way relieve the Subcontractor of the obligations to provide suitable and adequate management to complete the Subcontract Works and should. the Subcontractor, in the opinion of the TOTAL Controlled Demolition Services Ltd, not provide suitable and adequate Site Management to the TOTAL Controlled Demolition Services Ltd's satisfaction, the TOTAL Controlled Demolition Services Ltd reserves the right, after notifying the Subcontractor, to provide his own appropriate management, the cost of which will be borne by the Subcontractor. Any package specific requirements will be detailed in the Special Preliminaries.

1.6 Method Statement

1.6.1 The Tenderer shall upon request by the TOTAL Controlled Demolition Services Ltd issue a bespoke written Method Statement explaining in detail his intention with regard to the execution of all aspects of his works.

1.6.2 The Tenderer shall submit details of any work he intends to sub-let together with details of his proposed sub-contractors inclusive of those providing design information or temporary works.

1.6.3 Any requirements for power or water to major items of plant required by the Subcontractor. for testing, commissioning etc. must be advised to the TOTAL Controlled Demolition Services Ltd at Tender to ensure that the capacity is available.

1.7 Quality Assurance

1.7.1 The Tenderer is required to submit with his tender his policy on Quality Assurance and the way in which they will control their Works to ensure that the specified quality standards are achieved.

1.8 Tender Evaluation

1.8.1 On receipt of a request from the TOTAL Controlled Demolition Services Ltd the Subcontractor shall produce for inspection by the TOTAL Controlled Demolition Services Ltd the original calculations of any lump sum or rate included in his Tender and provide such additional information as the TOTAL Controlled Demolition Services Ltd may request.

1.9 Adjustment of Errors

1.9.1 Should obvious errors in pricing or arithmetic be discovered in the priced and completed. Tender documents submitted during consideration of this Tender, the Tenderer will be afforded the opportunity of confirming his Tender or of amending it to correct such errors.

1.9.2 If the Tenderer elects not to amend his offer, which is then accepted, an endorsement will be added to the completed Pricing Schedules indicating that all rates and prices (excluding preliminary items, contingencies, prime cost and provisional sums) inserted therein by the Tenderer are to be considered as reduced or increased in the same proportion as the corrected total of priced items varies from the original total of such items.

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1.10 Alternative Proposals

1.10.1 Where it is specified that the Tenderer is required to invite tenders from and employ a firm / firms listed in the Specification; alternative specialist firms may only be used where:

Their name (or names) is submitted to the TOTAL Controlled Demolition Services Ltd for advance approval. Such

submissions are to be made wherever possible, before the return of Tender, and confirmed within the tender return stated within the clearly titled derogation schedule.

When a name (or names) is submitted with the Tender the consequences, if any, to the Tender price compared to the use of a listed firm are to be made clear or the Tender will be treated as qualified.

The TOTAL Controlled Demolition Services Ltd is satisfied as to the technical competence of such firm or firms.

1.10.2 Tenders submitted without proposals to use alternative specifications/suppliers will be assumed to be based entirely on the use of approved specifications/suppliers and the Subcontract operated accordingly, unless confirmed within the tender return stated within a clearly titled derogation schedule. Following acceptance of the Tender no changes to the use of approved specification/suppliers may be made by the Subcontractor without the prior written agreement of the TOTAL Controlled Demolition Services Ltd.

1.10.3 If the Tenderer, after consideration of all of the criteria which in his specialist knowledge are relevant to the design and construction of the Subcontract Works, wishes to make proposals for changes to details, dimensions and materials shown on the drawings or referred to in the Specification, such proposals should be incorporated as alternatives to be returned with the compliant Tender. In no way shall any proposal fail to meet the requirements specified in the Tender Documents and Specification.

1.11 Tender Deliverables

1.11.1 The Invitation contains information on the deliverables required with the Tender and those deliverables, which may be requested during post-tender discussions.

1.12 Post Tender Interviews

1.12.1 The Tenderer's proposed management team may be called to a meeting following tender submission.

2. GENERAL INFORMATION

2.1 Generally

2.1.1 Clause headings and clause numbering are used for convenience only and shall not affect the interpretation or construction of the clauses.

2.2 Definitions

2.2.1 For definitions generally see the Subcontract Conditions.

2.2.2 "Agreement", "Acceptance", or "Approval" by or of the TOTAL Controlled Demolition Services Ltd or the Designers

shall have the following limitations: -

When given in respect to samples of materials, workmanship or methods of construction submitted in accordance with the requirements of the Subcontract Documents, it shall be construed as denoting satisfaction with the texture, colour and appearance. It shall not be

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construed as denoting any degree of satisfaction with the materials, workmanship or methods of construction used in, or for the execution of the Subcontract Works. When given in respect of drawings, documents, or procedures called for by the Subcontract Documents or proposed by the Subcontractor it is only for conformance with the design intent or information given in the Subcontract Documents or contained in subsequent changes.

When given in respect to the methods of keeping records it shall mean those methods are satisfactory.

Any approval, agreement or acceptance by the TOTAL Controlled Demolition Services Ltd or the Designers shall

have no effect unless given in writing. No such approval, agreement or acceptance shall in any way relieve or diminish the responsibility of the Subcontractor under the Subcontract.

2.2.3 "Designers" shall mean those members of the project team, which have been employed by the TOTAL Controlled Demolition Services Ltd to carry out design works.

2.2.4 "Fix only" shall mean check, receive, unload, get in, store, take from store, hoist, place in position, assemble and fix, provide all necessary fixings and allow for testing and commissioning.

2.2.5 "Supply and fix" shall mean provide, deliver, unload, get in, store, take from store, hoist, place in position, assemble and fix, provide all necessary fixings and allow for testing and commissioning.

2.2.6 "Systems" shall mean all necessary equipment, accessories, controls, racks, suspension, members, sheet metal supports, miscellaneous steel members, and the like.

2.2.7 "Tenderer" shall mean a Subcontractor pricing the Tender Documents and tendering an offer to undertake the Works. The Tenderer if awarded the Subcontract will be the Subcontractor.

2.3 The Site, Access and Parking

2.3.1 Site access details (local to the site) are to be developed and will be shown on the Site Establishment Drawings.

2.3.2 Package specific access requirements and restrictions, where appropriate, are also detailed on the Site Establishment Drawings.

2.3.3 The Subcontractor shall allow for complying with any Police and Local Authority regulations or requirements concerning pedestrian or vehicular traffic control, site access and egress, safety precautions and other matters affecting the Subcontract Works

2.3.4 No parking facilities will be available on site, unless agreed in advance with the Main Contractor. All unauthorised vehicles left on site will be removed at the Subcontractor's cost.

2.3.5 Construction traffic approaching or leaving the site must use the permissible vehicle routes as agreed with the Local Authority and as may be detailed on the site establishment drawings, or subsequent project management plan (available for inspection upon request).

2.3.6 The TOTAL Controlled Demolition Services Ltd reserves the right to refuse access to the site.

2.4 Environmental Policy

2.4.1 The Subcontractor shall, perform his works in accordance with the TOTAL Controlled Demolition Services Ltd

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2.5 Considerate Constructor's Scheme

N/A

2.6 Subcontractors Health & Safety Standards

2.6.1 The Health & Safety Standards to be achieved by the Subcontractor are those represented by the requirements of Acts of Parliament, Statutory Regulations, published advice from the Health & Safety Executive, British Standards Institution Codes of Practice, the Construction Safety Manual published by the Construction Industry Publications Limited, Codes of Practice from recognised Trade Associations and Health & Safety matters in Working Rule Agreements and the TOTAL Controlled Demolition Services Ltd Health and Safety policy and Health and Safety plan whether included in the Tender Documents or not.

2.7 Construction (Design and Management) Regulations 2015

2.7.1 The Construction (Design and Management) Regulations 2015 (CDM Regs) apply to this work.

2.7.2 Whilst the CDM Regs place particular emphasis on the duties of Client, Designers and Principal Contractor they also contain duties for Subcontractors and for the persons for whom they are responsible.

2.7.3 Subcontractors will be required to take into account and comply with the requirements of the Health and Safety Plan developed by the Principal Contractor.

2.7.4 At least 3 months prior to completion of the Subcontract Works (or any phase thereof) or such period as otherwise agreed with the TOTAL Controlled Demolition Services Ltd, the Subcontractor shall submit to the TOTAL Controlled Demolition Services Ltd information required for inclusion in the Health and Safety File.

2.7.5 Subcontractors should note that items contained in these Preliminaries will also be found in the Construction Health and Safety Plan. If there is a discrepancy or ambiguity then the Construction Health and Safety Plan will take precedence.

2.8 Site Safety Organisation

2.8.1 The Health and Safety Policies enclosed in the tender documents shall be complied with.

2.8.2 The TOTAL Controlled Demolition Services Ltd's Site Project Manager has responsibility for the implementation of the

Health and Safety Policies and the Health and Safety Plan on the project.

2.8.3 The TOTAL Controlled Demolition Services Ltd may, where appropriate, direct or guide the Subcontractor in meeting

obligations under the Health and Safety Policies and Health and Safety Plan.

2.8.4 The TOTAL Controlled Demolition Services Ltd may advise on the qualification and suitability of the persons nominated

by the Subcontractor as their Site Safety Co-ordinator and visiting Safety Advisor to ensure that nominees have the relevant experience and appropriate authority for their role.

2.8.5 The Subcontractors, his subcontractors, suppliers and plant hirers (hereinafter collectively referred to as Subcontractors) will be required to employ a Site Manager who can demonstrate a working knowledge of Health and Safety, Control of Pollution and Environmental Legislation applicable to their activity.

2.8.6 The Subcontractors Site Supervisors must recognise their duty to provide and demonstrate

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their ability to undertake work practices and maintain plant and systems of work which are, so far as is reasonably practicable, safe without risk.

2.8.7 It should be noted that the responsibility for safety and accident prevention on site rests primarily with the Subcontractor who must ensure that statutory obligations, the Conditions of Contract and other requirements are enforced.

2.8.8 The Subcontractor shall notify the TOTAL Controlled Demolition Services Ltd of persons appointed to be the representative in accordance with the Health and Safety (Consultation with Employees) Regulations 1996.

2.9 Work Proposals

2.9.1 Prior to commencing any element of work which requires a method statement the Subcontractor, having assessed the various methods available to execute the works and the various activities in the vicinity, with due regards to the risks will produce a method statement which minimises the impact in health and safety terms to those carrying out the work and those affected by the work. Where method statements are not required by the TOTAL Controlled Demolition Services Ltd, the Subcontractor must use a risk assessment process to develop his safe

system of working for all work on site.

2.9.2 The Risk Assessment and Method Statements must be forwarded to the TOTAL Controlled Demolition Services Ltd

for comment and inclusion within the Construction Phase Health and Safety Plan, prior to the carrying out of associated works.

2.9.3 Health and Safety Method Statement shall be co-ordinated by the Subcontractor's Site Manager, be prepared by those of his line managers who will be involved in its implementation and must be signed off by the Subcontractor's Safety Advisor.

2.9.4 The Health and Safety Method Statement will be written in language which enables it to be communicated to the labour force, as one of a series of 'Tool Box Talks'.

2.10 Subcontractors Safety Advisers

2.10.1 As part of their Health and Safety arrangements the Subcontractor shall ensure that a Safety Adviser acceptable to the TOTAL Controlled Demolition Services Ltd visits the site at a frequency directed by the Main

Contractor in writing, which will be no later than once every two weeks.

2.10.2 The Subcontractor's Safety Adviser must be suitably trained and qualified, details of which should be forwarded to the TOTAL Controlled Demolition Services Ltd for approval prior to commencement of work on site.

2.10.3 The Subcontractor's Safety Adviser will assist in the development and execution of a Subcontractors Project Safety Programme including safety planning, training, promotion, safety awareness campaign, monitoring safety including inspections, investigations and reporting. The actions taken by the Subcontractor's Safety Adviser should be communicated to the Subcontractor's Project Manager and he should ensure that matters of serious concern are corrected prior to his departure from site. Prior to departure from the site the Subcontractor's Safety Advisor shall issue a copy of his report to the TOTAL Controlled Demolition Services Ltd.

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2.11 Subcontractor's Site Safety Co-ordinator

2.11.1 The Subcontractor must appoint from amongst their resident site managers or foreman, a person to act as their site safety Co-ordinator to assist in the monitoring of the health and safety standards, including fire precautions, on their activities in particular and the project in general.

2.12 Induction Training

2.12.1 The Subcontractor will be required to ensure that all personnel engaged on the Project shall attend specific induction course. The Subcontractor is to make allowance for his contribution at such induction courses.

2.12.2 Inductions will cover essential safety issues, site-specific matters (including location of facilities), explanation of site rules and emergency procedures and the disciplinary action that the TOTAL Controlled Demolition Services Ltd will require or ensue in the event of safety violations.

2.12.3 The induction will follow guidelines given in the Construction Health and Safety Plan.

2.12.4 Any re-inductions and/or excessive inductions caused by high turnover of operatives on the project shall be chargeable.

2.13 Regular Progress Meetings

2.13.1 The regular Subcontractors Progress Meetings and Co-ordination Meetings will have safety as the first item on the agenda, and attendance of such is a mandatory requirement.

2.13.2 Discussion on this item will follow the order detailed in the Health and Safety Plan to ensure that pertinent matters are discussed.

2.14 Tool Box Talks

2.14.1 Tool Box Talks, relevant to current activity, are to be given by the Subcontractor's manager, foreman or safety adviser at a frequency agreed with the TOTAL Controlled Demolition Services Ltd at the start of their work. Persons nominated to deliver Tool Box talks must provide evidence of their training upon request by the TOTAL Controlled Demolition Services Ltd.

2.14.2 Suggested topics for Toolbox Talks will be contained in the Health and Safety Plan. The TOTAL Controlled Demolition Services Ltd will audit the content and presentation of Tool Box Talks and may require changes to be made.

2.14.3 The Subcontractor will be required to submit a register/attendance list of all personnel attending their Toolbox Talk programme.

2.15 Subcontractor's Safety Meeting

2.15.1 The TOTAL Controlled Demolition Services Ltd may chair a Subcontractors Safety Meeting at which all Subcontractors.

site managers, site safety co-ordinators, site safety representatives and safety advisors shall attend upon invitation.

2.15.2 This meeting will be the forum for an open discussion of site safety related matters and any developing work interfaces of a difficult nature.

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2.15.3 It is emphasised, however, that any safety matters which are of concern should be raised with the TOTAL Controlled Demolition Services Ltd at the time, in order that they may be resolved quickly.

2.15.4 TOTAL Controlled Demolition Services Limited will run weekly or bi-weekly progress meetings on site to discuss programme, cost, workmanship, quality of services, improvements and changes required, it is a requirement that a senior individual(s) representing the subcontractor is to attend all meetings throughout the course of the works on site.

2.16 Site Rules

2.16.1 The Subcontractor will be required to co-operate with the TOTAL Controlled Demolition Services Ltd in promoting the safe conduct of work both on and off site. In this respect it should be noted that the Main Contractor will, during the period of the Project, from time to time impose Site Rules to cover specific circumstances. Typical topics covered by Site Rules are set out in the Construction Health and Safety Plan.

2.16.2 It is incumbent on the Subcontractor to ensure that employees and subcontractors understand that breaches of Safety Regulations and Site Rules will not be tolerated and may result in the employee and/or supervisor being denied future access to the site.

2.17 Site Visitors

2.17.1 The Subcontractor shall ensure that all regular visitors attend an induction course at which the site safety strategy will be explained and the need to be vigilant whilst on site will be emphasised.

2.17.2 The supervision and provision of PPE of site visitors will be the responsibility of the person with whom they have business.

2.17.3 Visitors will be required to report to the Site Project Manager and will not be permitted on the site unless escorted by a person who has attended the site safety induction course).

2.17.4 Appropriate PPE will be required to be worn on site always, which as a minimum will comprise eye protection, gloves, steel toe capped and mid sole ankle boots, hi-visibility clothing and a 4-point chin strap safety helmet conforming to EN12492:2012.

2.18 Intoxicating Liquor & Unlawful Drugs

2.18.1 Any employee of the Subcontractor or of his sub-contractors suspected of bringing intoxicating liquor or unlawful drugs onto the site, or suspected of being under the influence of intoxicating liquor or unlawful drugs, will be immediately removed from the site and access to the site and other sites will be automatically denied. The TOTAL Controlled Demolition Services Ltd may report the incident to the Police.

2.19 First Aid

2.19.1 The Subcontractor will comply with the requirements of the Health and Safety (First Aid) Regulations 1981 to achieve adequacy of their first aid arrangements.

2.19.2 The Subcontractor will have one certificated First Aider for every 50 (or part thereof) persons employed (including those of their subcontractors).

2.19.3 The Subcontractor will not be permitted to have persons working on the site unless their First Aiders are present on site.

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2.20 Reporting of Accident and Incidents

2.20.1 The Subcontractor must comply with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995. (RIDDOR)

2.20.2 The Subcontractor must immediately inform the TOTAL Controlled Demolition Services Ltd of any fatality, major injury or any other injury likely to result in the injured person being absent for more than three days.

2.20.3 Similarly, any dangerous occurrence as defined under RIDDOR regardless of whether personal injury is involved must be reported to the TOTAL Controlled Demolition Services Ltd.

2.20.4 A comprehensive report, including any witness statements, and a copy of the Form 2508 which must be used to report these matters to the Health and Safety Executive must be issued to TOTAL Controlled Demolition Services Ltd within 48 hours of the incident.

2.20.5 The Subcontractors must confirm in writing to the TOTAL Controlled Demolition Services Ltd that they have advised their insurers of such accidents or incidents.

3. FIRE PRECAUTIONS

3.1 Fire Safety

3.1.1 Fire Safety on the project will be managed to the standards set out in the latest edition of the Health and Safety Executive document entitled 'Fire Safety in Construction Work'.

3.1.2 The Subcontractor should also comply with the latest edition of the Code of Practice 'Fire Prevention on Construction Sites' published by the Builders Employers Federation and the Loss Prevention Council. Copies of this publication are available from the Loss Prevention Council, Melrose Avenue, Borehamwood, Herts, WD6 2B.

3.1.3 The Subcontractor shall comply with the Project Fire Precautions and Procedures (the Fire Plan) and comply with any instructions on fire precautions or associated emergency procedures issued by the Employer.

3.2 Subcontractor's Fire Safety Co-ordinator

3.2.1 The Subcontractor must appoint, from amongst their resident Site Managers or Foremen, a person or persons to act as their Fire Safety Co-ordinator to assist in testing and maintaining the fire precautions on their activities in particular and the project in general. The Subcontractor shall have a minimum of one Fire Safety Co-ordinator per site.

3.3 Fire Precautions in Temporary Accommodation

3.3.1 The Subcontractor is responsible for the adequate provision, maintenance and removal of all fire precautions relating to the Subcontractor's workplace and in any temporary accommodation, offices, stores or compounds created by themselves or allocated for their use.

3.3.2 Attention is particularly drawn to the need for good housekeeping at all times, and safe storage of flammable substances, and compressed gases.

3.3.3 Each site is a strictly non-smoking area. At the discretion of each individual site Project Manager a control area / cabin maybe made available for smoker.

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4. TEMPORARY FACILITIES TO BE PROVIDED BY THE TOTAL CONTROLLED DEMOLITION SERVICES LTD

4.1 Generally

4.1.1 Temporary facilities provided by the TOTAL Controlled Demolition Services Ltd will be restricted to the use of TOTAL Controlled Demolition Services Limited site team unless otherwise agreed in writing – the subcontractor is to be self-sufficient during the course of the works on site.

4.1.2 No liability will be accepted for any claims arising out of interruption of supplies, breakdown, repairs, servicing, modification, relocation or other events affecting the availability of the temporary facilities.

4.1.3 The Subcontractor will be held responsible for any unreasonable wear and tear or damage caused by the Subcontractor to the temporary facilities and will be charged such reinstatement and repair costs incurred by the TOTAL Controlled Demolition Services Ltd.

4.2 Water

4.2.1 The TOTAL Controlled Demolition Services Ltd at specified points shown on the Site Establishment Drawings (available for inspection upon request), or as determined by the TOTAL Controlled Demolition Services Ltd, will provide unpotable water for the Subcontract Works.

4.2.2 The Subcontractor will be responsible for the provision and re-routing as necessary of all hose pipes, fittings or other means (including pumping) that may be required to bring the water supply to his actual place of work and to agree with the TOTAL Controlled Demolition Services Ltd the location and routing of pipes, temporary water tanks, etc.

4.2.3 The Subcontractor is to advise the TOTAL Controlled Demolition Services Ltd within their tender submission of their specific requirements for the whole of the Subcontract works.

4.3 Lighting and Power

4.3.1 The TOTAL Controlled Demolition Services Ltd will provide access and egress safety lighting within and to and from the building where applicable

4.3.2 The Subcontractor will be responsible for supplying and connecting all task lighting equipment that he may require to properly and safely carry out his works and include details of same in his Health and Safety Method Statement. The use of halogen lamps will not be permitted, nor will the use of coil type extension lead.

4.3.3 The TOTAL Controlled Demolition Services Ltd will require the subcontractor to be self-sufficient in terms of temporary power 110v / 240v / 3 Phase and other alternatives throughout the course of the subcontract works on site.

4.3.4 Where agreed by the TOTAL Controlled Demolition Services Ltd a single 240V electric supply shall be provided to a distribution board in agreed the Subcontractor's compound for the Subcontractor's temporary office which will be of sufficient capacity to meet the Subcontractor's reasonable requirements. This agreement has to be provided specifically as part of the subcontract order, otherwise it is the responsibility of the subcontractor to supply.

4.3.5 The TOTAL Controlled Demolition Services Ltd will not provide temporary power for testing and commissioning of items of plant and equipment and the Subcontractor is deemed to have made allowance within his Tender for the cost of all temporary supplies and consumption required in this respect.

4.3.6 The Subcontractor shall ensure that his temporary site electrical installation accords with BS 7375 and any amendments thereto. To maintain this standard the Subcontractor shall

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nominate a competent person to take charge of the installation to ensure its safe use and maintenance and to make any alteration or extension.

4.3.7 The Subcontractor shall be responsible for and maintain the electricity services from the point of connection supplied by the TOTAL Controlled Demolition Services Ltd to the point of use.

4.3.8 The Subcontractor is to advise the TOTAL Controlled Demolition Services Ltd within their tender submission of their specific requirements for the whole of the subcontract works.

4.4 Welfare Facilities

4.4.1 The TOTAL Controlled Demolition Services Ltd will provide the following amenities to the standards laid down in the Construction (Health & Welfare) Regulations. These amenities will be located as indicated on the Site Establishment Drawing: Canteen facilities Toilet and washing facilities. Drying room.

4.5 First Aid Facility

4.5.1 Subcontractors shall provide First Aid Facilities, which should be under the control of a suitably qualified person – details of the qualified person or persons must be submitted prior to commencement of works on site.

4.6 Provision for site hutting

4.6.1 The TOTAL Controlled Demolition Services Ltd may by prior agreement provide space for Subcontractor office accommodation and storage, as may be further defined on the site establishment plans and agreed with the Project Manager of the specific site.

4.7 Site Roads, Storage and Road Closures

4.7.1 The TOTAL Controlled Demolition Services Ltd may provide an off-loading area as may be detailed on the Site

Establishment Drawings. The Subcontractor may, by prior agreement, utilise this area.

4.7.2 The TOTAL Controlled Demolition Services Ltd may provide site access roads and hardstanding's for distribution as

may be detailed on the Site Establishment Drawings. The Subcontractor may, by prior agreement, utilise this area. The Subcontractor is to advise the TOTAL Controlled Demolition Services Ltd within their tender submission of their specific requirements for the whole of the Subcontract works.

4.7.3 The TOTAL Controlled Demolition Services Ltd may provide a hard standing for Subcontractor storage as may be shown on the site establishment drawings. The Subcontractor may, by prior agreement, be allocated space within this area. The Subcontractor is to advise the TOTAL Controlled Demolition Services Ltd within their tender submission of their specific requirements for the whole of the Subcontract works.

4.7.4 The Subcontractor will be held responsible for any contamination, undue wear and tear or damage which he causes to any areas made available and will be charged all reinstatement and repair costs incurred. All reinstatement or repair requirements are to be agreed with the Project Manager of the specific site. Any reinstatement or repair costs associated with any additional areas utilised above those previously agreed, whether available or not will also be recoverable from the subcontractor.

4.7.5 The Subcontractor is to give adequate written notice of his road closure requirements and

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shall plan and co-ordinate such requirements in conjunction with the TOTAL Controlled Demolition Services Ltd and local Authority. The Subcontractor is to advise the TOTAL Controlled Demolition Services Ltd within their tender submission of their specific requirements for the whole of the Subcontract works.

4.8 Scaffolding

4.8.1 The TOTAL Controlled Demolition Services Ltd will not provide general safety scaffolding for the protection of Subcontractors or a working scaffolding unless otherwise detailed in the Special Preliminaries. TOTAL Controlled Demolition Services Ltd may require alterations and adaptations to the scaffolding and this must be undertaken no later than 5 days after notification. We deem the time specified a reasonable amount of time to undertake the works required by TOTAL Controlled Demolition Services Ltd, the subcontractor cannot withhold services as per above which will impact programme and costs, in the event that scaffolding requirements are not undertaken, all costs associated with this element of work will be calculated and levied against the subcontractor.

4.8.2 Access scaffold and loading towers will be the responsibility of the subcontractor.

4.8.3 Other than stated above The Subcontractor is deemed to have allowed for all other access. requirements need to undertake their works, unless specifically advised otherwise in writing.

4.8.4 Scaffolding appointed subcontractor must be accredited to NASC standard unless authorised by TOTAL Controlled Demolition Services Limited Director ahead of commencing the works.

4.8.5 Scaffolder must adhere to all instruction and variation processes throughout the course of the works on site please refer to 12.2.3.

4.9 Hoists

4.9.1 Where applicable, location, types and availability of hoists are shown on the Site Establishment Drawing and/or detailed in the Special Preliminaries.

4.9.2 Subcontractors will not have the exclusive use of hoists. Requests for time allocation for use of hoists must be made to the TOTAL Controlled Demolition Services Ltd on a weekly basis no later than Thursday of the preceding week. Allocation of hoist usage will be at the sole discretion of the Main Contractor.

4.10 Temporary Signs

4.10.1 The TOTAL Controlled Demolition Services Ltd and/or the Main Contractor will provide main traffic routing signs and other general information signs on the site.

4.10.2 Subcontractors are responsible for providing all additional signs, together with warning signs and diagrams around hazards arising from their own activities or their interface with adjacent activities and /or the public.

4.11 Site Signboard

4.11.1 No advertisements of any description, including boards or bill posting, will be permitted on any part of the site or equipment utilised on the site unless agreed prior with the Main Contractor.

4.12 Site Security

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4.12.1 The TOTAL Controlled Demolition Services Ltd will provide and maintain perimeter hoarding / fencing as may be shown on the Site Establishment Drawings (available for inspection upon request). This fencing in other instances will be provided by the Main Contractor.

4.12.2 The Site will be provided with security personnel and or remote CCTV monitoring by either TOTAL Controlled Demolition Services Limited and/or the Main Contractor. Details of arrangements may be obtained on request from the TOTAL Controlled Demolition Services Ltd. The Subcontractor will comply and co-operate with any security arrangements that may be introduced. The TOTAL Controlled Demolition Services Ltd accepts no risk or liability for any loss, theft and or damage that may occur throughout the duration of works on site.

4.12.3 The Subcontractor shall be responsible for any further security measures which he considers necessary to adequately safeguard his work, materials, plant, equipment and temporary offices against damage, vandalism or theft and for the protection of the public. Such measures shall be subject to prior agreement with the TOTAL Controlled Demolition Services Ltd.

4.12.4 The Subcontractor shall not leave steps, ladders or other plant accessible to enable unauthorised persons to enter the site, the Works or adjoining property.

4.12.5 External scaffolding will be erected by the Subcontractor only with the approval of the Main Contractor. Scaffold rising above the height of the security hoarding at the building face shall be encased as described in the Special Preliminaries. Sheeting must be illuminated from the inside during the hours of darkness by the Subcontractor.

4.13 Setting Out

4.13.1 The TOTAL Controlled Demolition Services Ltd will establish one main datum and gridline upon each and every floor if applicable and required however but it is the responsibility of the subcontractor to ensure that their works are set out correctly thereafter and comply with the drawings. TOTAL Controlled Demolition Services Limited will not accept any liability for any incorrect setting out work and any subsequent rectifications required if works are undertaken incorrectly.

4.14 Removal of Rubbish

4.14.1 The TOTAL Controlled Demolition Services Ltd will provide a skip service for the removal of the Subcontractor's 'general rubbish from site, but, for the avoidance of doubt not for specific hazardous wastes.

4.14.2 Skips will be strategically located around the site to best cover the work faces operating at the time. Skip locations and availability will be at the sole discretion of the TOTAL Controlled Demolition Services Ltd.

4.14.3 Segregated/Recycling skips may be in effect on site and we request The Subcontractor adheres to this system.

4.14.4 The subcontractor will be responsible for the removal of the following arising from their works from either the work face or the site: -

Material arising from demolition, excavation, concreting, piling, landscaping, external works etc (unless otherwise directed by the TOTAL Controlled Demolition Services Ltd for use on this project). Waste arising as a result of materials or workmanship not being in accordance with the specification. Material arising from the removal of the Subcontractor's temporary offices and stores. Waste materials and containers which are subject to COSHH Regulations or Control of Pollution (Oil Storage) Regulations. Pallets/stillages of whatever nature which protect/encase materials/goods on delivery to site. Any additional materials listed in the Trade Preliminaries.

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Redundant plant, temporary works, falsework materials or temporary services.

5. TEMPORARY FACILITIES TO BE PROVIDED BY THE SUBCONTRACTOR

5.1 Generally

5.1.1 The Subcontractor shall provide, maintain and clear away on completion all temporary facilities that he may require but that are not detailed in the previous section as being provided by the TOTAL Controlled Demolition Services Ltd. Requirements in relation to the relocation of temporary facilities are detailed in the Trade Preliminaries. The siting of all temporary facilities must be agreed with the TOTAL Controlled Demolition Services Ltd in advance of their installation. All temporary facilities are to be removed and any damage made good on completion of the Subcontract Works (or any section thereof) to the complete satisfaction of the TOTAL Controlled Demolition Services Ltd.

5.2 Site Hutting

5.2.1 The Subcontractor shall subject to the prior agreement of the TOTAL Controlled Demolition Services Ltd provide temporary offices, workshops, stores etc. for the use of his staff and provide at his cost electricity connections, telephones, firefighting equipment, fire alarms etc. and all other equipment and services as appropriate and pay all rates, unless alternatives are agreed in writing with the TOTAL Controlled Demolition Services Ltd.

5.2.2 No temporary offices, workshops, stores etc., will be permitted within the building under construction or within 6m of the external face of the building.

5.2.3 All site hutting occupied by the Subcontractor (whether or not provided by others) must be kept orderly, clean and in a good state of repair. Skirtings are to be provided to under all site hutting to prevent build-up of flammable materials.

5.2.4 The Subcontractor is responsible for all disconnection of temporary services connected and reinstatement of area affected by the works i.e. grubbing out underground drainages and or ductwork and the like.

5.3 Unloading and Handling

5.3.1 The Subcontractor shall be entirely responsible for the unloading, temporary storage, and distribution of all materials, plant and equipment required in connection with his Works, and for hoisting and/or lowering as necessary.

5.3.2 Limited space is available on site and material storage will be restricted to a maximum of 48 hours supply unless otherwise agreed in writing by the TOTAL Controlled Demolition Services Ltd.

5.3.3 The use of the permanent lift installation will not be permitted unless detailed in the Trade Preliminaries.

5.3.4 Materials may only be off-loaded and stored in designated areas. Materials stored in unauthorised areas or in a dangerous condition will be moved by the TOTAL Controlled Demolition Services Ltd without liability for any damage thereby caused. Any cost incurred will be charged to the Subcontractor.

5.4 Working in Inclement/Adverse Weather

5.4.1 The Subcontractor will provide such temporary measures as are practical to enable continuity of working and productivity during inclement or adverse weather.

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5.5 Removal of Rubbish and Site Clearance

5.5.1 The Subcontractor is responsible for carting all general rubbish to skips (covered or uncovered) provided by the TOTAL Controlled Demolition Services Ltd and for loading and compacting the rubbish to ensure optimum skip usage. The Subcontractor will comply with any instructions from the TOTAL Controlled Demolition Services Ltd with regard to the segregation of materials into separate skips. The

Subcontractor is responsible for the removal of rubbish defined in Clause 4.14.3.

5.5.2 The Subcontractor shall keep all areas of his operation clear of rubbish and in a clean, tidy and safe condition at all times. This includes the work face, access ways, lay down areas, temporary storage areas and the office and welfare compounds.

5.5.3 The Subcontractor is responsible for providing suitable storage and means of disposal for any waste material and containers, which are subject to COSHH regulations and Control of Pollution (Oil Storage) Regulations.

5.5.4 The Subcontractor shall comply with the requirements of all Acts of Parliament, rules, orders, regulations and notices of any competent authority in relation to the handling and disposal of waste. If the Subcontractor is deemed to be a "Waste Carrier" he shall provide the Main Contractor with a numbered copy of his Registration Certificate before commencement of work on site. The Subcontractor must provide the TOTAL Controlled Demolition Services Ltd with copies of controlled

waste transfer notes for all controlled waste removed from site by the Subcontractor.

5.5.5 The TOTAL Controlled Demolition Services Ltd shall be entitled, after giving 24 hours' notice in writing to the Subcontractor, to rectify immediately any lapse in cleaning of the site caused by the Subcontractor's neglect. The resulting expense shall be deducted from the monies due or to become due to the Subcontractor under the Subcontract and such amount shall become a debt from the Subcontractor to the TOTAL Controlled Demolition Services Ltd.

5.6 Protection of the Subcontract Works

5.6.1 The Subcontractor shall comply with the requirements for protection of the Subcontract Works as listed in Section 10 of this document and, where appropriate, as detailed in the Trade Preliminaries.

5.6.2 Any costs arising from works delayed by the subcontractors inoperable / immobilized plant will be recoverable from the subcontractor. This will include plant hired in by the subcontractor, regardless of whether the subcontractor has off-hired the plant and it is awaiting collection.

5.7 Tools, Plant and the Like

5.7.1 The Subcontractor is to provide and be responsible for the safe keeping of all tools, plant and the like for the proper execution of the Subcontract Works.

6. SUBCONTRACTOR'S LABOUR AND STAFF

6.1 The Working Week

6.1.1 The normal working week in respect of the site will generally be 08:00 – 17:00 hours Monday to Thursday and 0800 –16:00 on Friday

6.1.2 Site gates will be open from 0730 hours to 1730 hours Monday to Friday.

6.1.3 These times may vary at the TOTAL Controlled Demolition Services Ltd's reasonable discretion to suit site specific or project requirements.

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6.1.4 The site may be closed on Saturdays and Sundays and for annual and public holidays as set down in the National Working Rule Agreement for the Building Industry.

6.1.5 If the Subcontractor requires to work overtime, he must make a written request to the Main Contractor to do so at least 72 hours in advance and obtain the TOTAL Controlled Demolition Services Ltd's written permission before proceeding.

6.1.6 For the convenience of a Subcontractor, and providing the TOTAL Controlled Demolition Services Ltd has agreed to the arrangement, the site may be opened for additional working hours and deliveries outside of the normal working week. The TOTAL Controlled Demolition Services Ltd reserves the right to deduct the costs of providing management resources outside normal working hours at a rate to be agreed.

6.2 Labour Returns

6.2.1 The Subcontractor shall supply to the TOTAL Controlled Demolition Services Ltd by 10.00 on Monday of each and every week, on the forms available from the TOTAL Controlled Demolition Services Ltd, details of staff and operatives on site, giving numbers, and trades, together with a list of plant engaged on the Subcontract Works during the previous week.

6.3 Industrial Relations

6.3.1 The Subcontractor shall comply with the requirements of TOTAL CONTROLLED DEMOLITION SERVICES LTD policies.

6.4 Subcontractor's Operatives

6.4.1 The Subcontractor shall ensure that only such persons as are careful, skilled and experienced in the performance of the duties required of them shall be employed on the Subcontract Works on or off site. The TOTAL Controlled Demolition Services Ltd shall be at liberty to object to and to require the Subcontractor to remove from the Subcontract Works (on or off-site) any person employed by the Subcontractor who in the opinion of the TOTAL Controlled Demolition Services Ltd misconducts himself or is incompetent or negligent in the performance of his duties or fails to conform with any particular site safety requirement or persists in any conduct which is prejudicial to safety or health.

6.5 Subcontractor's Staff

6.5.1 The Subcontractor shall provide competent and adequate staff as necessary for the proper administration, co-ordination, supervision and superintendence of the Subcontract Works, to organise the procurement of all materials and equipment so that they will be available at the time they are needed for the Work and keep an adequate force of skilled workmen on the Project to complete the work in accordance with the agreed programme.

6.5.2 The Subcontractor shall keep for the purpose of the Subcontract Works, both off and on site, a competent representative satisfactory to the TOTAL Controlled Demolition Services Ltd and having a thorough experience of the class of work covered by the Subcontract Documents.

6.5.3 All directions given to the Subcontractor's representative by the TOTAL Controlled Demolition Services Ltd shall be deemed to have been issued to the Subcontractor

6.5.4 Should the Subcontractor, in the opinion of the TOTAL Controlled Demolition Services Ltd, not provide suitable and adequate site management to the TOTAL Controlled Demolition Services Ltd's satisfaction, the TOTAL Controlled Demolition Services Ltd reserves the right, after notifying the

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Subcontractor, to provide his own appropriate management, the cost of which will be borne by the Subcontractor.

7. GENERAL SPECIFICATION

7.1 Generally

7.1.1 Any differences or conflicts between a manufacturer's instructions, recommendations and specifications, and the Subcontract Specification shall be identified by the Subcontractor and immediately brought to the attention of the TOTAL Controlled Demolition Services Ltd.

7.1.2 The Codes of Practice and British Standards referred to in the Subcontract Documents, except where modified in the Subcontract Specifications, shall have full effect as though printed in the aforementioned Subcontract Specifications.

7.1.3 Where a Subcontractor wishes to offer an alternative product to that specified in the Subcontract Specification, he will be required to provide full technical details of the product and to demonstrate that the alternative is equal in every respect to the product specified. No alternatives will be accepted without the prior written approval of the TOTAL Controlled Demolition Services Ltd and the Designer.

7.1.4 Where more than one manufacturer is able to supply a particular material or product, the Subcontractor shall obtain the whole quantity required to complete the work, including spares where required, from one manufacturer or supplier, or obtain prior written approval from the TOTAL Controlled Demolition Services Ltd to multi-sourcing or to any change in the source of supply.

7.2 BS 8000 Workmanship on Building Sites

7.2.1 Parts 1 - 14 (inclusive) of BS 8000 are to be read in conjunction with the relevant work sections.

7.3 Prohibited Materials

7.3.1 The subcontractor shall not use material that could result in contravention of the Health and Safety at Work Act. In this context, the following materials shall not be used:

7.3.2 Asbestos or asbestos based materials;

7.3.3 Halon or CFC's;

7.3.4 Lead in water systems;

7.3.5 Aggregates susceptible to alkali reaction;

7.3.6 Cement or additives for concrete containing calcium;

7.3.7 Silicate brick or tiles;

7.3.8 High alumina cement or concrete;

7.3.9 Woodwool slabs for permanent shuttering;

7.3.10 Urea formaldehyde foam;

7.3.11 PCB transformers and insulation;

7.3.12 Re-wirable fuses;

7.3.13 Ionising lightning conductors;

7.3.14 Unencapsulated chipboard for flooring and sill boards; or

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7.3.15 Timbers from non-renewable source, in particular tropical hardwoods.

7.4 Injury to the Subcontract Works

7.4.1 The Subcontractor shall not permit anything to be done that will compromise the stability of the Project or any part thereof and no cutting through walls or floors (other than that shown on the construction issue drawings) shall be carried out without the specific prior written authority of the TOTAL Controlled Demolition Services Ltd.

7.5 Defective or Damaged Work

7.5.1 The making good of defective or damaged work will generally not be permitted and the Subcontractor will be required to replace the defective part. Where in extreme cases the Designer via the TOTAL Controlled Demolition Services Ltd agrees to a repair being undertaken such repair work will

be subject to the preparation and approval of a detailed method statement and sample repair which is to be provided by the Subcontractor at least 15 Working Days in advance of his intended start on the repair.

7.5.2 Any work, which the TOTAL Controlled Demolition Services Ltd judges not to be in accordance with an approved

sample or trial panel, or to be unacceptably different from parts of the Subcontract Works already constructed will be condemned and the Subcontractor will be required to replace it.

7.6 Marking of Prefabricated Components

7.6.1 Where applicable, each prefabricated component shall be clearly marked with an individual identification number together with the type references as described on the Subcontractor's working drawings. The position of such marking shall be subject to approval and shall be such that they can be checked after erection but are not on surfaces remaining exposed in the finished structure unless specified or agreed.

7.6.2 Materials or articles specified to comply with a BS shall be clearly and indelibly marked with the reference specified and the position of such marking shall be subject to approval. Where marking is impracticable the relevant advice/delivery notes shall include the BS reference. The Subcontractor will provide certificates of compliance with the BS when required by the TOTAL Controlled Demolition Services Ltd.

7.7 Samples

7.7.1 The Subcontractor shall provide and submit for approval to the TOTAL Controlled Demolition Services Ltd samples of materials/articles where specified in the Specification and Trade Preliminaries. The Subcontractor shall allow within his Tender to establish the quality procedures, carry out workshop trials and any other measures necessary to achieve the approval required by the Specification. The Subcontractor shall allow for resubmitting such samples until approval is given and shall; Not confirm orders for such materials or articles until approval has been given, however, it is also the Subcontractors responsibility to be aware and advise the TOTAL Controlled Demolition Services Ltd of final dates for approval in order to procure in a timely manner so that programme dates are achieved. Retain approved samples at a location approved by the TOTAL

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Controlled Demolition Services Ltd for comparison with materials/articles used in the Subcontract Works and shall only remove or dispose of samples when instructed. Prepare free issue samples of finished work where specified and obtain approval before proceeding with final production drawings or fabrication for inclusion in the Subcontract Works. Bear all costs of providing samples

7.7.2 Samples are to be an accurate representation of the finished product/installation and shall be adequately protected and maintained. Samples or mock-ups may be demolished/dismantled by the Subcontractor only when instructed by the TOTAL Controlled Demolition Services Ltd.

7.7.3 In cases where a range of colour, grain, texture, or other characteristics may be anticipated in finished products, a sufficient number of samples of the specified materials shall be furnished by the Subcontractor to indicate the full range of such characteristics which will be present in the finished products; any such products delivered or erected without submission and prior written approval of a full range of samples may be subject to rejection by the Designer via the TOTAL Controlled Demolition Services Ltd. Any products not conforming to the approved range of samples will be rejected.

7.7.4 All samples shall be marked, tagged, or otherwise properly identified with the name of the supplier, the name of the project, the purpose for which the samples are submitted, and the date, and shall be accompanied by a letter of transmittal containing similar information. Each tag or sticker shall have a clear space for stamping and signing. Once approved no other alternative may be used for the Subcontract Works unless formally approved.

7.7.5 Where so directed, the Subcontractor shall prepare initial areas of the Subcontract Works in order to establish and agree a standard of workmanship. If this work is not satisfactory the Subcontractor shall demolish/remove the work at his own expense and repeat the work until such time as the required standard is reached and approval given. These works shall become the benchmark standard against which the quality of all subsequent work will be judged.

7.8 Inspection of Areas and Suitability of other Work

7.8.1 The Subcontractor shall, before commencing any Work, ensure that site conditions are suitable for the execution of the Work without detriment to the completed Subcontract Works.

7.8.2 Prior to commencing work in any area the Subcontractor is to inspect and satisfy himself that the area is suitable for the execution of his work. Should there be any reason in the Subcontractor's opinion for the area not being suitable the Subcontractor is required to immediately advise the TOTAL Controlled Demolition Services Ltd in writing stating the reason.

7.8.3 Where the Subcontractor's materials have to be fixed or applied to work executed by others or where the Subcontractor's Work may be affected by atmospheric conditions, the Subcontractor shall satisfy himself that the work executed by others or the atmospheric conditions are such that his own work will not be adversely affected. If he is not so satisfied, the Subcontractor shall not commence his works and shall notify the TOTAL Controlled Demolition Services Ltd in writing stating his reasons.

7.8.4 Any additional costs incurred as a result of the Subcontractor's failure to comply with the above clauses, or failure to recognise at tender stage that such conditions would be applicable, will be borne by the Subcontractor.

7.9 Testing

7.9.1 Where tests are specified in the Subcontract Documents, the Subcontractor shall arrange

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for their undertaking by an approved independent test authority. Test results for a similar system may be acceptable if presented to the TOTAL Controlled Demolition Services Ltd and Building Control Officer to demonstrate the attainment of the required standards. The Subcontractor shall allow for any testing necessary to prove compliance with the Specification.

7.9.2 Where the Subcontractor fails to comply with the Specification, all work, investigations and tests and repeat testing to demonstrate to the TOTAL Controlled Demolition Services Ltd's satisfaction that the materials and workmanship comply with the requirements of the specification shall be at the Subcontractor's expense.

7.9.3 If any sample fails a test, the consignment which it represents may be rejected in part or in whole at the discretion of the TOTAL Controlled Demolition Services Ltd.

7.10 Spares

7.10.1 The Subcontractor shall provide and hand over to the TOTAL Controlled Demolition Services Ltd prior to Practical completion of the Subcontract Works or any phase thereof, tools and spares as called for in the Subcontract Documents.

8. PLANNING, PROGRAMMING AND PROGRESS

8.1 Generally

8.1.1 The Subcontractor shall plan the execution of the Subcontract Works and, where requested to do so, produce programmes in sufficient detail as the TOTAL Controlled Demolition Services Ltd may reasonably require to include dates or periods of time covering all activities for: -

8.1.2 A Drawing Production Schedule to be presented in a format agreed with the Main Contractor. Which the Subcontractor is responsible, including, where applicable, the design, preparation of drawings, samples, fabrication of parts, verification of site dimensions, delivery to site, installation, curing / drying, testing, commissioning and handover including the production and submission of O&M manuals. Other work concurrent or adjacent to the Subcontract Works.

8.1.3 The Subcontractor shall at the request of, to the satisfaction of, and in a format that may be prescribed by the TOTAL Controlled Demolition Services Ltd provide progress reports, updated programmes of work to completion, short term programmes and the like.

8.2 Method Statement

8.2.1 In addition to any method statements required at the time of Tender the Subcontractor will be required to submit, as required by the TOTAL Controlled Demolition Services Ltd, further detailed method statements from time to time which adequately describe his operations.

8.3 Regular and Diligent Progress

8.3.1 There is an expressed obligation for the Subcontractor to make regular and diligent progress of their Works. The Subcontractor will be liable for any costs arising should they fail to do so and the Contractor will have the right to withhold payments as a consequence.

9. GENERAL OBLIGATIONS

9.1 Use of the Site and Buildings

9.1.1 The site is to be used only in connection with the Subcontract Works and for no other purpose.

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9.1.2 The TOTAL Controlled Demolition Services Ltd will make available part or parts of the site from time to time to enable the Subcontractor to execute his Works. No exclusive or uninterrupted possession of the site will be given.

9.1.3 Any materials or objects of value found on the site are not to be removed without the prior written consent of the TOTAL Controlled Demolition Services Ltd.

9.1.4 The Subcontractor will not be permitted to use any part of the buildings for mess rooms, latrines, offices or other accommodation. All food is to be consumed in the designated welfare facilities.

9.1.5 Smoking including E-cigarettes, portable radios, personal stereos and the like are not permitted on site.

9.2 Trespassing

9.2.1 The Subcontractor shall prevent workmen from trespassing upon property beyond the confines of the site at all times.

9.3 Building Regulations and Bye-laws

9.3.1 The Subcontractor shall design the Subcontract Works (when applicable) and construct the Subcontract Works to comply with all governmental codes and regulations, fire regulations, Health and Safety regulations, Environmental Health Regulations and any other regulations applicable to the installation.

9.3.2 The Subcontract Works are to comply with the current Building Regulations, and any subsequent amendments.

9.3.3 The installed Subcontract Works will comply with any British Standard Specification, Code of Practice, Warranty Provider (NHBC/ Premier) and Statutory requirement relevant to the performance, constituent materials, method of assembly, fixing and use. The Subcontract Works shall comply with the latest edition of the IEE regulations with respect to all electrical requirements.

9.3.4 Where utility authorities and other authorities require to witness tests, the Subcontractor shall give all necessary notices, carry out such tests, provide attendance and facilities and copy any documents, etc., as required.

9.4 Notices and Fees

9.4.1 The Subcontractor shall give statutory notices required in the pursuance of the Subcontract Works and pay all fees in connection.

9.5 Subcontract Works Outside the Boundary of the Site

9.5.1 Work to be executed outside the boundary of the site by the Subcontractor shall be carried out at a time decided in agreement with adjacent occupiers, the Local Authority, utility authorities, any other controlling authority and the TOTAL Controlled Demolition Services Ltd.

9.6 Obstruction

9.6.1 The Subcontractor shall not obstruct or interfere with any rights of way, rights of light, rights of support, airspace rights, or other rights unless prior written permission is obtained from the owner of such rights and all costs or damages paid by the Subcontractor.

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9.7 Protection of Private and Public Services Installations, Roads, Bridges and Footpaths

9.7.1 The Subcontractor will protect, uphold and maintain all pipes, ducts, sewers, service mains, overhead cables, roads, bridges and footpaths during the execution of the Subcontract Works. The Subcontractor shall make good any damage due to his operations at his own expense and pay any costs and charges in connection therewith.

9.7.2 The Subcontractor shall not deposit plant, materials, mud or other objectionable material on the public roads. The Subcontractor will immediately remove any material of whatsoever nature deposited on the highway. Further obligations on this matter may be found within Special Preliminaries.

9.7.3 The Subcontractor shall not open up or disturb the surface of such roads unless prior written permission is obtained from the TOTAL Controlled Demolition Services Ltd and the appropriate authority and comply with any conditions attached thereto.

9.7.4 The Subcontractor shall comply with any requirement of the TOTAL Controlled Demolition Services Ltd in respect of roads, bridges, footpaths etc. and underlying services, within the Site, concerning routes, weights, speed and class of vehicles and generally regulate the character and operation of vehicles to eliminate damage beyond fair wear and tear bearing all costs.

9.7.5 The Subcontractor shall observe and adhere to any existing Tree Protection Orders.

9.8 Damage to Private and Public Service Installations, Roads, Bridges and Footpaths

9.8.1 The Subcontractor shall notify in writing the TOTAL Controlled Demolition Services Ltd and, where applicable, service and utility authorities and private owners of any damage immediately after its occurrence.

9.8.2 The Subcontractor shall make arrangements for repair of any damage to the satisfaction of the TOTAL Controlled Demolition Services Ltd and, where applicable, of service and utility authorities and private owners.

9.8.3 The Subcontractor shall for urgent repairs accept any arrangements made by the Main Contractor. Such arrangements by the TOTAL Controlled Demolition Services Ltd will not affect the extent of the Subcontractor's liability and will be at the Subcontractor's cost.

9.9 Adjoining Property

9.9.1 The Subcontractor shall take all precautions to prevent damage to adjoining/ nearby property and obtain permission from the TOTAL Controlled Demolition Services Ltd where its use is required. The Subcontractor shall make good and bear the costs of repairing any damage to such property arising from the execution of the Subcontract Works to the satisfaction of the owner(s).

9.10 Injunctions

9.10.1 The Subcontractor shall notify the TOTAL Controlled Demolition Services Ltd immediately of any injunction or other notice received requiring the discontinuance of any part of the Subcontract Works and confirm such notification in writing. The Subcontractor will immediately adopt alternative methods of working, subject to the approval of the TOTAL Controlled Demolition Services Ltd, at his own cost, to maintain progress.

9.11 Co-ordination and Co-operation

9.11.1 Work by others will be in progress off and on site during the course of the Subcontract Works. The Subcontractor shall co-ordinate and integrate the Subcontract Works with the

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work of others and ensure that full co-operation is maintained at all times with the Main Contractor, other Subcontractors, and other persons working on the site.

9.11.2 Co-ordination meetings which concern on or off-site matters and design matters will be held when required between relevant Subcontractors and the TOTAL Controlled Demolition Services Ltd at which the Subcontractor is to be represented by relevant senior personnel.

9.12 Setting Out of the Work

9.12.1 The Subcontractor shall set out the Subcontract Works and take all necessary site measurements to ensure that the Subcontract Works are built in accordance with the drawings and within the specified tolerances. The Subcontractor shall be totally responsible for the accuracy of the setting out of the Subcontract Works and of site measurement. The Subcontractor shall, where required, check the setting out of work by others which affect his own Works.

9.12.2 The Subcontractor will be held responsible for all costs arising from any error caused by his inaccurate setting out or failure to take site dimensions or errors in such site dimensions or failure to build within the specified tolerances.

9.12.3 Setting out shall comply with BS 5964 as a minimum. Where this is in conflict with the Specification the Specification will take precedence. Where permitted deviations are referred to in the Specification they are deemed to be a deviation from the secondary grid and or level datum on that floor supplied by the TOTAL Controlled Demolition Services Ltd unless specified otherwise. Subcontractors shall co-operate with others working in discreet areas to ensure that permitted deviations do not lead to out of tolerance dimensions between adjacent works.

9.13 Tolerances on Components

9.13.1 The Subcontractor shall ensure that the tolerances of components or finished work are within the specified deviations in size, position or shape shown on the drawings or stated in the Specification and/or other Subcontract Documents and shall:

Check dimensions of components and draw the TOTAL Controlled Demolition Services Ltd's attention to any departure from specified manufacturing tolerances.

Adjust the positions of components and/or the size of the joints within their respective specified limits so that adverse results caused by an accumulation of individual acceptable tolerances are avoided. Where in spite of such adjustments adverse effects cannot be avoided, immediately inform the TOTAL Controlled Demolition Services Ltd and seek his instructions.

9.14 Fixings, Holes, Chases and Like Items

9.14.1 The casting-in of fixings, and the forming of holes and chases, will be carried out by the Subcontractor strictly in accordance with the construction issue drawings and specifications.

9.14.2 The Subcontractor shall be responsible for the provision of safety measures and temporary protection (the method to be approved by the TOTAL Controlled Demolition Services Ltd) against weather and ingress of water through any holes or openings formed. Each subsequent Subcontractor shall be responsible for the provision of any safety measures associated with any such holes or openings as applicable and maintenance of the temporary protection.

9.14.3 The Subcontractor shall submit details of all fixings (including samples, specifications and setting out) for approval by the TOTAL Controlled Demolition Services Ltd. Mechanical fixings shall be non-corrosive throughout in all instances. The Subcontractor shall ensure that no electro-chemical reaction is produced between different metals used in the system and fixings. The

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Subcontractor shall be responsible for ensuring that all fixings are approved by the Local Building Control Officer where applicable prior to final approval of his drawings.

9.14.4 The Subcontractor shall submit evidence in the form of test certificates issued by an independent and approved testing body to show that any proposed adhesive fixings are suitable for their proposed use.

9.14.5 Shot firing will not be allowed without the prior agreement of the Designers or the Main Contractor.

9.15 Temporary Works

9.15.1 Notwithstanding any guidance on temporary works included in the Specification or drawings, the Subcontractor is responsible for the design, detailing and implementation of all propping, strutting and / or other temporary works required by the Subcontract Works and for their safe execution, stability and ability to resist all and any loads as can be reasonably expected during construction. In designing the temporary works the Subcontractor is to ensure it does not hinder, obstruct, damage or affect work by others.

9.15.2 The Subcontractor will be required to submit drawings, details, calculations and method statements for all temporary works to the TOTAL Controlled Demolition Services Ltd in adequate time to receive comments and incorporate those comments before receiving the TOTAL Controlled Demolition Services Ltd's authorisation to proceed with such work prior to commencing work. The authorisation does not relieve the Subcontractor of his responsibilities for the design installation and maintenance of temporary works.

9.15.3 The Subcontractor must ensure that the Temporary Works design and installation make allowance for and accommodates the requirements imposed by the stressing of elements of the building and ground bearing conditions.

9.16 Control of Noise and Pollution

9.16.1 The Subcontractor shall comply with the requirements of TOTAL Controlled Demolition Services policies.

9.17 Advance Notice and Materials Delivery

9.17.1 The Subcontractor is to provide the TOTAL Controlled Demolition Services Ltd with written notice 5 working days in advance of all material and plant deliveries.

9.18 Site Visitors

9.18.1 The Subcontractor shall not allow any person or persons access onto the site of the Subcontract Works for any reason other than activities necessary for the performance of the Subcontract Works, unless agreed with the TOTAL Controlled Demolition Services Ltd beforehand and duly escorted by a site supervisor following completion of a visitor's induction.

9.19 Advertising, Publicity and Photography

9.19.1 Advertising or any publication of any kind stating or implying any connection with the Project or Subcontract will not be permitted without the prior written permission of the Main Contractor. No information concerning this project either written, verbal, photographs, video or drawings shall be supplied by the Subcontractor to any person, public or private body, for either private information or publication without the prior approval in writing of the Main

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Contractor.

10. PROTECTION OF THE WORKS

10.1 Generally

10.1.1 The Subcontractor shall provide adequate protective measures to prevent wilful or accidental damage to his Works and to damage to the work of others. The Subcontractor will be responsible for the adequacy and maintenance of the protection afforded, until handed over to and formally recorded/accepted by the TOTAL Controlled Demolition Services Ltd.

10.1.2 The Subcontractor shall provide adequate transit packaging to protect the materials, equipment and components during loading, transportation and unloading at the Project for later incorporation into the Subcontract Works.

10.1.3 The Subcontractor shall, as necessary, include for maintaining, altering and adapting the protective measures and shall continue to maintain, alter or adapt the protective measures until completion of the Subcontract Works (or any section thereof). The Subcontractor shall adapt his protection when requested to do so by the TOTAL Controlled Demolition Services Ltd to facilitate the works of others.

10.1.4 At completion of the Subcontract Works (or any section thereof) the Subcontractor shall remove any protection to enable the Subcontract Works to be accepted and subsequently replace the protection to the approval of the TOTAL Controlled Demolition Services Ltd.

10.1.5 The Subcontractor shall allow for the thorough cleaning down and preparation of the Subcontract Works for handover at completion of the Works.

10.2 Packaging of Components

10.2.1 Where components, material and equipment are delivered to the Project in packages or crates, then such packages or crates shall be labelled on the outside giving the reference and quantity of the contents so that deliveries can be easily handled at the Project without the necessity of breaking open packages or crates. When no longer required the Subcontractor shall immediately remove such packages or crates from the Project at his own cost.

10.3 Care of Materials Stored Off or On the Project

10.3.1 Materials shall be stored in such a manner that they are continually protected against any damage. If the materials are to be free issued to others, the Subcontractor is responsible for obtaining signed receipts from the recipient whereupon responsibility for protection will pass to the recipient unless otherwise described.

10.4 Covering Up of the Subcontract Works

10.4.1 Prior to any casing up or the application of other protective measures to finished work the Subcontractor shall inform the TOTAL Controlled Demolition Services Ltd in reasonable time of his intention to do the same in order that inspection of the work may be carried out and any observed defect or non-conformance remedied by the Subcontractor. This in no way relieves the Subcontractor

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of his obligation to protect the Subcontract Works, or comply with the Specification at Practical completion of the Subcontract Works (or any section thereof).

10.5 Fire Retardant Requirements in Relation to Protection Materials

10.5.1 In selecting materials to be used as temporary protection the Subcontractors shall give due regard to the materials fire load and potential for fire growth and spread, and comply with the requirements of Loss Prevention Standard LPS 1207 ("Fire Requirements for Protective Covering Materials") and ensure that tests at a NAMAS accredited laboratory have been carried out.

10.6 Failure to Comply in Relation to Protection

10.6.1 If in the opinion of the TOTAL Controlled Demolition Services Ltd the Subcontractor has failed to comply with protection requirements and provided the TOTAL Controlled Demolition Services Ltd has given reasonable notice in writing of the said default to the Subcontractor then the TOTAL Controlled Demolition Services Ltd may organise the rectification of the default. Any costs arising from the rectification of the default will be set off against the Subcontractor's account and such action shall not mitigate any of the Subcontractor's obligations under these clauses.

10.7 Adaptation of Existing Protection

10.7.1 Subcontractors may only in exceptional circumstances remove the protection of others and must obtain in advance the specific authorisation of the TOTAL Controlled Demolition Services Ltd and shall to the satisfaction of the TOTAL Controlled Demolition Services Ltd replace that protection ensuring its integrity and purpose is maintained without damage to the underlying material.

10.8 Protecting trees.

10.8.1 Care must be taken, including all necessary temporary measures, to protect existing trees from damage. The Subcontractor will be held liable for any damage sustained, and any fines levied by the Local Authority in relation to damage to trees covered by a Tree Preservation Order shall be deducted from the Subcontractor's account.

11. SUBCONTRACTOR'S DRAWING AND DOCUMENT PREPARATION AND SUBMISSION

11.1 Generally

11.1.1 All drawings and documents required to be prepared and submitted by the Subcontractor shall be executed in accordance with the procedures detailed in TOTAL Controlled Demolition Services tender documentation issued.

11.1.2 Where Specification references are given on drawings to define the clause (or clauses) applicable to that part of the construction drawn, they must not be taken as excluding any other relevant information contained in other clauses of the Specification or Subcontract Documents.

11.1.3 Any requirements in relation to CAD common standards and protocol to be adopted by the Subcontractor are detailed in the Special Preliminaries.

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11.1.4 No claim will be accepted in respect of any delay, acceleration, cancellation of order or any other matter arising from the need to re-submit data due to the Subcontractor's default in not submitting the complete and correct information required by the Subcontract Documents.

11.2 Subcontractor's Drawings, Calculations etc.

11.2.1 The Subcontractor shall be responsible for the preparation and development of all installation drawings, working details, shop fabrication drawings, project specific specifications, test certificates, design calculations and the like as necessary to properly carry out the Subcontract Works. This information shall be submitted to the TOTAL Controlled Demolition Services Ltd for comment before off-site manufacture and on-site installation work commences.

11.2.2 The Subcontractor shall obtain in due time specialist drawings, installation manuals, instructions etc., from manufacturers and suppliers of specified components necessary for the preparation of the Subcontractor's drawings.

11.2.3 All drawings, Schedules and other information provided by manufacturers, suppliers, or subcontractors

shall be checked by the Subcontractor who shall ensure that all requirements of the Subcontract Documents have been incorporated prior to submission.

11.2.4 When preparing drawings and other documents, the Subcontractor is deemed to have carried out any site surveys and measurements and to have checked dimensions and levels shown on drawings for compatibility with each other, with the site and work completed to date.

11.2.5 Drawings shall fully integrate the requirements of permitted deviations set out in the Specification or otherwise conveyed to the Subcontractor by the TOTAL Controlled Demolition Services Ltd.

11.2.6 The Subcontractor shall co-ordinate his drawings with those of the TOTAL Controlled Demolition Services Ltd and where applicable with drawings from other third parties.

11.3 Builders Work to be carried out by the TOTAL Controlled Demolition Services Ltd

11.3.1 – N/A

11.3.2 – N/A

11.4 Record Documents.

11.4.1 Record documents shall mean drawings, diagrams, schedules, specifications, instructions, directions and the like which accurately record the Subcontract Works as-built or as installed.

11.4.2 Notwithstanding any requirements of the Main Contract, prior to completion of the Subcontract Works (or any section thereof) or any phase thereof, the Subcontractor shall submit record documents bound into A4 lever arch binders with drawings folded and inserted into plastic wallets, as well as being uploaded in line with TOTAL CONTROLLED DEMOLITION SERVICES LTD Project Protocol Document.

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11.5 Operating and Maintenance Manual (O&M)

11.5.1 Notwithstanding any requirements of the Main Contract, which the Sub-Contractor should be familiar, the Subcontractor shall prepare and submit O&M Manuals, including As Built drawings and the Health and Safety File to the satisfaction of the TOTAL Controlled Demolition Services Ltd and in

accordance with the O&M Requirements document identified in the Subcontract.

11.5.2 The Subcontractor shall be deemed to have allowed 1% of their Subcontract value or a minimum of £2,500 for the preparation and submission of the O&M Manual. The Main Contractor may withhold this amount during the Subcontract Works until the O&M Manual is submitted and approved.

12. ADMINISTRATIVE PROCEDURES

12.1 Correspondence

12.1.1 All correspondence (which is to be in English) shall be directed to the TOTAL Controlled Demolition Services Ltd at their Head Office and is to be referenced with the Project Title and Package Title. It may be a requirement for the subcontractor to email copies of this original correspondence direct to specific recipients.

12.1.2 For the avoidance of doubt, any correspondence in connection with the Project not directed to the Head Office as set out above shall not be considered as a valid business communication.

12.1.3 Subcontractor may wish to address parties at TOTAL Controlled Demolition Services Limited regards, progress, challenges, alterations, variations, delays, labour, supervision, safety requirements and alike, however all communication must be in writing via email or post format and, no other forms of communication will be deemed accepted during the subcontract works. All instructions relating to the subcontract works must be issued from TOTAL Controlled Demolition Services referencing the subcontract order and requirements of the instruction.

12.2 TOTAL Controlled Demolition Services Ltd's Variation Instructions / Process

12.2.1 All drawings, Specifications, approvals and other information to be provided to the Subcontractor will be issued formally in writing by the TOTAL Controlled Demolition Services Ltd.

12.2.2 If the Subcontractor receives any instruction, drawings, specification, approval or other information from any person other than the TOTAL Controlled Demolition Services Ltd he shall at once notify the TOTAL Controlled Demolition Services Limited in writing, but shall **not** act on the same unless, and until, the TOTAL Controlled Demolition Services Ltd shall confirm the same by way of a written instruction to proceed and agreement to variation cost and programme.

12.2.3 The Subcontractor will not be entitled to payment for any variation to the Subcontract Works in accordance with the Subcontract Conditions without a formal written instruction having been issued by the TOTAL Controlled Demolition Services Ltd senior management this must be issued in the form of an official variation order via email or post, confirming programme, cost and works specification.

12.3 Request for Information (RFI's)

12.3.1 The Subcontractor shall ensure that all necessary instructions, drawings, levels or other information that may be required to enable him to execute the Subcontract Works are

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requested by him in a timely manner on a Request for Information Form (RFI). RFI's are to be in a format to be advised by the TOTAL Controlled Demolition Services Ltd.

12.3.2 Should the Subcontractor consider the TOTAL Controlled Demolition Services Ltd's response to an RFI constitutes a variation, then the Subcontractor should immediately request a confirmation MCI.

12.4 Daywork

12.4.1 Where a Subcontractor intends to make a claim for payment on a daywork basis he must give the TOTAL Controlled Demolition Services Ltd written notice and obtain written approval from the TOTAL Controlled Demolition Services Ltd prior to commencement of the work.

12.4.2 Signing of the Subcontractor's record of labour plant and material is not an agreement to the method of payment or of establishing the value of any payment. The only allowable signatory on daywork sheets submitted by the Subcontractor will be the TOTAL Controlled Demolition Services Ltd's designated personnel.

12.4.3 All daywork sheets are to be serially numbered, referenced to the relevant MCI and are to clearly identify the name and trade of the operative, the work executed, the time work commenced and was completed at the work face, and materials and plant utilised in the operation. Failure to comply with these requirements may invalidate any subsequent claim for payment.

12.4.4 One daywork sheet per instruction per week will be required. Daywork sheets must be submitted by the Monday following the week in which the works were carried out. Failure to present daywork records at this time will render such records void. In these circumstances an assessment of labour, materials and plant expended will be made by the TOTAL Controlled Demolition Services Ltd (whose decision will be final) and any evaluations will be made on this basis.

12.5 Interim Certificates

12.5.1 The Subcontractor is to submit a fully detailed application for payment in a format and to a timetable advised by the TOTAL Controlled Demolition Services Ltd. The Project QS will issue a letter informing the Subcontractor of the application dates on the commencement of their subcontract works. In the event that the interim application is late (goes beyond the specified date) the interim application in question will move into the next calendar month.

12.6 Recording of and Making Good Defects

12.6.1 The Subcontractor shall include in his method statements his positive proposals for regular inspections of the Subcontract Works and the preparation of a list recording defects and work outstanding for the Subcontract Works or parts thereof.

12.6.2 The Subcontractor will be required to make good defects as the Subcontract Works proceed or, immediately if the TOTAL Controlled Demolition Services Ltd considers they will cause a delay to the Subcontract Works. The TOTAL Controlled Demolition Services Ltd will notify the Subcontractor in writing of such circumstances. In either case defects notified before completion of the Subcontract Works (or any section thereof) are to be rectified prior to completion of the Subcontractor's Works.

12.6.3 The Subcontractor will be required to make good defects notified during the Defects. Rectification Period in. For the avoidance of doubt the DLP is 12 months from Practical Completion of the Project. If the defect is of an urgent nature and occurs out of normal

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working hours the TOTAL Controlled Demolition Services Ltd shall undertake the works and the Subcontractor will be liable for reasonable costs incurred.

12.7 Applications for Payment / Final Account.

12.7.1 – Subcontractor must adhere to the application for payment / invoice schedule set out by TOTAL Controlled Demolition Services Limited, failure to adhere to the submission schedule could result in non-payment for the month applied for.

12.7.2 – Final Account meetings are to be scheduled upon completion of the subcontract order / scope.

12.7.3 Final Account Statement must be signed and dated prior to release of any monies owed if applicable.

12.7.4 Subcontractor must provide detailed analysis /breakdown of any variations to allow for fair assessment including variation order provided by TOTAL Controlled Demolition Services Limited for completeness and allow for payment to be agreed and released.

12.8 Contractor's Right to Terminate

12.8.1 Until such time that the Employer enters into the Main Contract with the Contractor, the Contractor, without prejudice to (and in addition to) any other rights under these Conditions, has the right to terminate the Sub-Contract at any time and for whatever reason by written notice to the Sub-Contractor. If the Contractor terminates the Sub-Contractor's employment under this Article 12.8, neither party shall owe any liability to the other for any loss and expense that may arise out of such termination, including loss of profit, business opportunity and any indirect or consequential losses. The effective date of termination shall be the date on when the Sub-Contractor receives the notice of termination.

12.8.2 If the Contractor exercises his right to terminate under this Article 12.8, the Sub-Contractor shall issue a final application for payment to the Contractor showing his calculation of the final payment that he considers is due under the Sub-Contract. The final payment shall be the total value of the Authorised Works properly carried out; less previous amounts paid. The due date for the final payment shall be the last Friday of the month in which the Final Application was submitted, with the final date for payment being 45 days after the due date. All payment and pay less notices relating to this final payment shall be served in accordance with clause 12.7.

12.9 Contractors Right to Suspend the Subcontract Works

12.9.1 The Contractor may, at any time before the Main Contract is entered into with the Employer, suspend the Sub-Contract Works in whole or in part by written notice to the Sub-Contractor and for whatever reason. In the event that the Contractor exercises this right to suspend, the Sub-Contractor shall not be entitled to any adjustment to the Sub-Contract Sum, save for the reasonable cost of any additional demobilisation and remobilisation costs as a result of such suspension. The Contractor's right to suspend the Sub-Contract Works (whether exercised or not) is without prejudice to the Contractor's right to terminate the Sub-Contract at any time pursuant to Article 8.3.

05.01.2024

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