

Subcontract Order Number:

Date:

Woolsbridge Industrial Park, Three Legged Cross, Wimborne, Dorset, BH21 6SF

Telephone: 01202 824541

Fax: 01202 826525

Company Registration No. 03683003

VAT No. 730 3987 28

Project:			
Project address:			
Project no:			
Rollalong	<u>Position</u>	<u>Name</u>	<u>Tel. no.</u>
Project Personnel:	Contracts Manager		
	Site Agent		
	Surveyor		

TO:

“the Sub-Contractor”:	Name:
	Address:
	Tel. no.
	Fax no.
	Representative:

Please supply, execute and complete the following Sub-Contract Works as a domestic Sub-Contractor upon and subject to the terms and conditions of this Sub-Contract as defined below in this Sub-Contract Order.

This Sub-Contract consists of the following documents:

- (1) This Sub-Contract Order, including the Rollalong Limited Sub-Contract Conditions and Acceptance of Sub-Contract Order form all as set out in this Sub-Contract Order;
- (2) Ltd quotation, dated....., ref.....
- (3) Pre-Order meeting minutes, dated
- (4) Specification: -
- (5) Drawings: - ...
- (6) Other Items: -

Provided that if any of the documents specified above include any of your standard conditions (printed or otherwise) then such conditions shall be deemed to be excluded from this Sub-Contract unless such conditions are separately specified above in this Sub-Contract Order.

In the case of any discrepancy or other conflict between any minutes or notes (if any) of any meeting between Rollalong Limited and you and which form part of this Sub-Contract and any other document forming part of this Sub-Contract, then such other document shall prevail.

In the case of any discrepancy or other conflict between this Sub-Contract Order and any other document forming part of this Sub-Contract, then this Sub-Contract Order shall prevail.

If a copy of any document forming part of this Sub-Contract is not attached to this Sub-Contract Order or been previously provided by Rollalong Limited, a copy will be provided to you upon written request.

Sub-Contract Works: The works briefly described as follows, and as more particular described in this Sub-Contract, includes but not limited to the design, manufacture, supply, construction, installation and completion ofand any changes made to such works in accordance with this Sub-Contract (“the Sub-Contract Works”).

Attendances to be supplied by Rollalong Limited (if any): As pre-order meeting minutes

Programme for the Sub-Contract Works: The Sub-Contract Works shall commence With an on site duration of weeks

Price for the Sub-Contract Works (exclusive of VAT) (“the Sub-Contract Price”): The lump sum of (..... thousand hundred and pounds), less the following discount.

Unless a lump sum is specified in this Sub-Contract Order as the Sub-Contract Price, the Sub-Contract Price shall be calculated and determined by Rollalong Limited by re-measurement of the Sub-Contract Works properly done in accordance with this Sub-Contract valued at your measured work rates and prices specified in this Sub-Contract, less the following discount.

Discount: 2.5%

Valuation intervals: All applications are on a Monthly basis. Works are to be valued up to & including the last working day of each month. All application must be submitted 3 working days prior to the end of the relevant month.

Payment period: 30 days

Retention: 5%

Insurances to be provided by the Sub-Contractor:

- (1) Insurance of the Sub-Contract Works (including all materials, plant, equipment and/or other goods for incorporation therein) until the whole of the Sub-Contract Works are properly completed under this Sub-Contract;
- (2) Employers Liability Insurance; as the minimum amount required by legislation for such insurance, for any one occurrence.
- (3) Third Party / Public Liability Insurance minimum amount of £2,000,000 (Two million pounds) for any one occurrence.

Acceptance of this Sub-Contract

Please execute the attached Acceptance of Sub-Contract Order and then return it to us by return of post within 7 days of the date and to our address both stated at the head of this Sub-Contract Order. Your acceptance in any manner of this Sub-Contract Order shall form a binding contract between Rollalong Limited and you upon the terms and conditions of this Sub-Contract as aforesaid.

It shall be a condition precedent to your right to receive any payment for the Sub-Contract Works that you shall have executed and returned to Rollalong Limited the attached Acceptance of Sub-Contract Order.

Signed on behalf of **ROLLALONG LIMTIED**
(Referred to in this Sub-Contract as “Rollalong Limited”)

Signature Name Position

1. The Sub-Contractor shall supply, execute and complete the Sub-Contract Works in accordance with this Sub-Contract and to the satisfaction of Rollalong Limited and in conformity with all the directions and requirements of Rollalong Limited. Further the Sub-Contractor shall supply, execute and complete the Sub-Contract Works with due diligence and in a good and workmanlike manner and with all reasonable skill and care so that the completed Sub-Contract Works is/are fit for their purpose. All materials, goods and workmanship shall also be to a standard acceptable to Rollalong Limited.
2. The Sub-Contractor shall provide all supervision, labour, materials, goods, vehicles, plant, equipment, tools, services, storage, accommodation, access and other facilities, setting-out, temporary works and everything whether of a permanent or temporary nature required for the supply, execution and completion of the Sub-Contract Works, except as otherwise agreed and specified in this Sub-Contract Order.
3. Save where the contrary is expressly stated in any bill of quantities, schedule of rates or the like forming part of this Sub-Contract, no quantity stated therein shall be taken to define or limit the extent of any work to be done by the Sub-Contractor in the supply, execution and/or completion of the Sub-Contract Works.
4. The Sub-Contractor shall not act upon any instruction that may affect the Sub-Contract Works and which is received by him from any person engaged on the project referred to in this Sub-Contract Order, other than instructions received directly from Rollalong Limited.
5. The Sub-Contractor shall not assign or sub-let this Sub-Contract or any part thereof without the express written consent of Rollalong Limited. No assignment or sub-letting by the Sub-Contractor shall in any way relieve the Sub-Contractor of any of his obligations or liabilities under this Sub-Contract. The Sub-Contractor shall be fully responsible for all and any persons engaged on the Sub-Contract Works.
6. The Sub-Contractor shall commence, execute and complete the Sub-Contract Works in accordance with the programme requirements stated in this Sub-Contract Order, subject only to such extension of time as is fair and reasonable for breach (if any) of this Sub-Contract by, or any act of prevention by, Rollalong Limited. Further, the Sub-Contractor shall comply with Rollalong Limited's requirements for the progress and sequencing of the execution of the Sub-Contract Works and of separate parts thereof and the co-ordination and integration thereof with other parts of the project referred to in this Sub-Contract Order and which are notified from time to time in writing by Rollalong Limited to the Sub-Contractor.
7. Rollalong Limited shall not at any time be bound to give to the Sub-Contractor exclusive or uninterrupted possession of or access to work areas or any part of the site. The Sub-Contractor shall provide and maintain such means of access to and within the site as shall be necessary to enable him to execute and complete the Sub-Contract Works in accordance with this Sub-Contract.
8. Unless otherwise specifically stated in this Sub-Contract, the Sub-Contractor shall in the execution of the Sub-Contract Works on the site observe the same days and hours of working as Rollalong Limited. At the end of each working day the Sub-Contractor shall provide Rollalong Limited with a written return identifying the resources employed on the Sub-Contract Works that day and the respective work by and times involved of each such resource.
9. The Sub-Contractor acknowledges and accepts that the site will be subject to the Working Rules nominated by Rollalong Limited, and that in particular the Sub-Contractor will be required to observe the site close down periods, working hours and safety regulations consequent upon such Working Rules.
10. The Sub-Contractor shall observe and comply with all laws, industry standards and approved codes of practice which apply in England so far as the same are applicable to the Sub-Contract Works and with Rollalong Limited's regulations concerning site safety and procedures and with Rollalong Limited's Safety Policy Statement.
11. Rollalong Limited may at any time require the Sub-Contractor to remove or cause to be removed from the site any person engaged on or in connection with the Sub-Contract Works. Notwithstanding the provisions of this Clause 11, the Sub-Contractor shall remain wholly responsible for supplying, executing and completing the Sub-Contract Works in all respects in accordance with this Sub-Contract.
12. The Sub-Contractor shall make such variations of the Sub-Contract Works, whether by way of addition, modification or omission, as may be ordered in writing by Rollalong Limited ("authorised variations"), but not further or otherwise. The value of such authorised variations shall be ascertained by reference to the Sub-Contractor's rates and prices, if any, specified in this Sub-Contract for similar or analogous work, but if there are no such rates or prices, or if they are not applicable, then the value shall be such as is fair and reasonable in all the circumstances. Provided that, where Rollalong Limited and the Sub-Contractor have expressly agreed in writing a sum for an authorised variation, whether by acceptance of a lump sum quotation prepared by the Sub-Contractor and submitted to Rollalong Limited for the authorised variation or by negotiation of a lump sum for the authorised variation, such sum (less the discount percentage, if any, specified in this Sub-Contract Order) shall be deemed to be the full value to which the Sub-Contractor is entitled in respect of such authorised variation. The value of authorised variations shall be added to or deducted from the Sub-Contract Price specified in this Sub-Contract Order, as the case may require. Provided that no such addition shall be made in respect of any variation necessitated solely or partially by any act, default or breach of this Sub-Contract by the Sub-Contractor, his servants or agents.
13. Where the Sub-Contractor has been paid for any materials or goods, whether in whole or in part, they shall be and become the property of Rollalong Limited, without prejudice however to any passing of title at any earlier time or to the provisions of Clause 15.
14. The Sub-Contractor shall immediately effect the insurances stated in this Sub-Contract and shall maintain such insurances for the period stated elsewhere in this Sub-Contract or, if not so stated, for the period until the expiry of twelve months from the date of completion of the Sub-Contract Works.
15. The Sub-Contractor shall be fully responsible for the protection and care of the Sub-Contract Works until the whole of the Sub-Contract Works has been fully and properly completed under this Sub-Contract. In this Clause 15, reference to the Sub-Contract Works includes all materials and goods for incorporation in the same.
16. The Sub-Contractor shall be responsible for the protection and care of all and any vehicles, plant, equipment, tools, services, storage facilities, accommodation, access and other facilities, setting-out and temporary works supplied or brought on to the site by or on behalf of the Sub-Contractor and shall at his own expense make good all loss of or damage occurring to the same.
17. The Sub-Contractor shall clear away and properly dispose of all debris, rubbish and other waste material arising from the Sub-Contract Works and shall do so at such times and in such manner and to such places, whether on or off the site, as Rollalong Limited may direct and shall properly clean all affected works and surfaces throughout the execution of and on completion of the Sub-Contract Works.
18. The Sub-Contractor shall be liable for and shall at his own expense make good any defects, shrinkages and/or other faults in or caused by the Sub-Contract Works, where the same is wholly or partially due to any act or omission of the Sub-Contractor.
19. It shall be a condition precedent to any right of the Sub-Contractor to receive any payment for any daywork or the like that at the end of each working day he shall have provided Rollalong Limited with a daywork sheet specifying each person and the time, the work and the other resources involved and which has been signed on behalf of the Sub-Contractor and by Rollalong Limited's authorised representative. No such sheet signed or agreed on behalf of

Rollalong Limited shall of itself be taken as an order for the execution of the work or as acceptance that the work shall be valued on a daywork basis or the like. No part of the Sub-Contract Works shall be valued on a daywork basis unless it has been specifically so ordered in advance in writing by Rollalong Limited to the Sub-Contractor.

20. The Sub-Contractor shall be deemed to have made all necessary investigations and to have satisfied himself before entering this Sub-Contract as to the correctness and sufficiency of the Sub-Contract Price to cover all his obligations under this Sub-Contract.
21. The Sub-Contractor shall submit written applications to Rollalong Limited for payment of the Sub-Contract Price and shall do so by such dates and in such form and containing such details and supporting information as Rollalong Limited may require.
22. The Sub-Contract Price shall be paid by instalments in accordance with the valuation intervals and payment period stated in this Sub-Contract Order and with the following provisions of these Conditions. The valuation intervals shall run from such date (not exceeding such interval) after the start of the Sub-Contract Works on site as Rollalong Limited shall decide to suit its payment procedures and notify in writing to the Sub-Contractor. The amount of the instalment shall be the Sub-Contract Price of the Sub-Contract Works properly executed on site by the Sub-Contractor under this Sub-Contract, as at the end of the valuation interval, as calculated and determined by Rollalong Limited, less retention at the rate stated in this Sub-Contract Order and less previous instalments. The instalment shall become due and be paid on the date of expiry of the payment period stated in this Sub-Contract Order, calculated from the end of the relevant valuation interval.
23. Rollalong Limited shall within 5 days after the date on which a payment becomes due from Rollalong Limited under this Sub-Contract notify the Sub-Contractor in writing of the amount of the payment and the basis on which it was calculated. Where Rollalong Limited intends to withhold payment after the final date for payment of a sum due to the Sub-Contractor under this Sub-Contract, Rollalong Limited shall notify the Sub-Contractor in writing not later than one day before the final date for payment of such sum, specifying the amount proposed to be withheld and the ground for withholding payment or if there is more than one ground for withholding payment each ground and the amount attributable to it.
24. Upon the expiry of the payment period stated in this Sub-Contract Order, calculated from the date when a payment certificate issued under Rollalong Limited's contract for the project referred to in this Sub-Contract Order certifies payment to Rollalong Limited of retention monies in respect of the Sub-Contract Works, the corresponding retention monies held under this Sub-Contract as determined and notified in writing by Rollalong Limited to the Sub-Contractor shall become due and be paid under this Sub-Contract.
25. If in the opinion of Rollalong Limited this Sub-Contract is a labour only agreement then Rollalong Limited shall be entitled to deduct and withhold from payments otherwise due to the Sub-Contractor under this Sub-Contract the then current construction industry training board levy applicable to payments under such agreements.
26. Rollalong Limited shall be entitled to make the statutory deduction required by the construction industry scheme of the Inland Revenue from all or any payments made or to be made by Rollalong Limited to the Sub-Contractor unless the Sub-Contractor holds and produces to Rollalong Limited a valid tax certificate authorised by the Inland Revenue. Only the original such valid certificate will be regarded as evidence of holding such a certificate, which original shall be produced for inspection as and when may be required by Rollalong Limited. Rollalong Limited and the Sub-Contractor shall, respectively, comply with the law on tax deduction and with the law on Value Added Tax ("VAT"). If the Sub-Contractor fails, within seven days of receiving any payment under this Sub-Contract, to issue to Rollalong Limited a properly completed form of receipt in respect of either amounts paid without deduction of tax or VAT remitted to him, then Rollalong Limited may withhold further payments equivalent to the amount of the outstanding receipt or receipts.
27. The Sub-Contractor shall pay and indemnify Rollalong Limited against all fees and/or charges (including but not limited to any rates, levies, National Insurance Contributions, duties, taxes and/or the like) legally demandable by the Government authorities or other bodies in respect of the Sub-Contract Works or in relation to the employment of the Sub-Contractor under this Sub-Contract and the Sub-Contractor shall not be entitled to any additional payment for or in respect of the same.
28. Without prejudice to any other rights or remedies which Rollalong Limited may possess and subject only to Clause 23, Rollalong Limited shall be entitled to deduct and withhold from any monies otherwise payable by Rollalong Limited to the Sub-Contractor whether under this Sub-Contract or any other contract or otherwise any sum or sums agreed by the Sub-Contractor as due to Rollalong Limited or awarded in any adjudication, arbitration or litigation in favour of Rollalong Limited and against the Sub-Contractor or any sum or sums which Rollalong Limited has suffered or incurred or anticipates suffering or incurring by reason of any breach of or any failure to observe the provisions of this Sub-Contract (or of any other contract between Rollalong Limited and the Sub-Contractor) by the Sub-Contractor.
29. Without prejudice to any other rights or remedies Rollalong Limited may possess, Rollalong Limited may at its discretion at any time by written notice to the Sub-Contractor forthwith determine the Sub-Contractor's employment under this Sub-Contract, in which event the Sub-Contract Price shall be reduced in accordance with Clause 12 and payment of such Sub-Contract Price shall be made in accordance with Clauses 22 to 26.
30. For the purposes of the Contracts (Rights of Third Parties) Act 1999, Rollalong Limited and the Sub-Contractor hereby declare and confirm that notwithstanding any other provision of this Sub-Contract nothing in this Sub-Contract shall be construed as conferring on any third party any right to enforce any term of this Sub-Contract.
31. The Law of England is the proper Law of this Sub-Contract and this Sub-Contract shall be construed and governed accordingly.

ACCEPTANCE OF SUB-CONTRACT ORDER

Project:

Project No:

To: Rollalong Limited

**Address: Woolsbridge Industrial Park,
Three Legged Cross,
Wimborne,
Dorset,
BH21 6SF**

We, the Sub-Contractor named below in this Acceptance of Sub-Contract Order, hereby agree to design, supply, execute and complete the “Sub-Contract Works” upon and in accordance in all respects with the terms and conditions of the “Sub-Contract” all as defined in your Sub-Contract Order Numbered, dated

Signed by or on the behalf of the Subcontractor:

Name of Sub-Contractor:

Date:

.....
Signature of Authorised Signatory

.....
Name of Authorised Signatory

.....
Position of Authorised Signatory