



# Contract SC-14430-069

Mullinsallagh T/A OBConstruction  
53a Eden Road  
Knockloughrim, Derry BT45 8PL  
Phone: 028 2582 1000  
Fax: /

Project: 14430 - Melvin Sports Complex, Strabane  
Melvin Road,  
Strabane, , Derry BT82 9PP  
Phone: 0800 240 4545

## Supply & install of two number shower curtain rails as per drawings & site visit

<b>DATE CREATED:</b>	09/03/2026		
<b>CONTRACT COMPANY:</b>	Anderson Interiors Ltd 62-66 Duncrue Street Belfast, Belfast BT3 9AR Phone: 02890358000	<b>CREATED BY:</b>	Evelyn Marron (OB Construction) 53a Eden Road MAGHERAFELT, BT45 8PL
<b>CONTRACT STATUS:</b>	Approved	<b>EXECUTED:</b>	No
<b>RETENTION:</b>	0.0%	<b>ISSUED ON DATE:</b>	

**ATTACHMENTS:**  
[Anderson Interiors - Curtain .msg](#), [Mullinsallagh Ltd Aidan McNamee - 516062 - A1234 - Anderson Interiors Ltd - Custom\\_New\\_Quote - 2026-02-25 - Quote.pdf](#)

### COMMON DATA

**PROJECT DATA AND COMMUNICATIONS PLATFORM:** Procore shall be the Parties' designated system for the creation, issue, storage and management of all Project-related data, documentation, and communications, and shall constitute the primary project record. Unless otherwise stated.

### OBC'S EMPLOYER

**OBC'S EMPLOYER:**

### SUBCONTRACTOR COMPANY REGISTRATION

**COMPANY REG:**

### MAIN CONTRACT

**CONTRACT TYPE:**

### INSURANCE REQUIREMENTS

**INSURANCE REQUIREMENTS:**

### MAIN CONTRACT RECTIFICATION PERIOD

**MAIN CONTRACT RECTIFICATION PERIOD START & END DATE:**

### LIQUIDATED DAMAGES

**LIQUIDATED DAMAGES:**



**MAIN CONTRACT COMPLETION DATE**

MAIN CONTRACT  
COMPLETION DATE:

**PAYMENT APPLICATION ADDRESS**

SITE MANAGER CONTACT: Rory Moore - 07720091557

CONTRACTS MANAGER CONTACT: Aidan McNamee - 07525275630

QS CONTACT:

**INVOICING ADDRESS**

FINAL ACCOUNT PAYMENT: No final account payments will be issued until ALL snagging/defects and handover documentation has been submitted.

SUBMITTING OF INVOICES: **Invoices & Statements should be sent to the dedicated remit Invoice email address - [invoices@obconstruction.co.uk](mailto:invoices@obconstruction.co.uk), and preferably in PDF format.**

- Mailed copies not required.
- Please **do not issue invoices direct to staff** email addresses or cc staff in on email to this mailbox).
- **Purchase Orders Required.** Invoices received without a purchase order are held on query. Purchase orders should be requested from the Mullinsallagh Ltd - T/A OB Construction representative who placed the order.
- Invoices should be dated in the month that work was completed.

**ADJUDICATOR NOMINATING BODY**

ADJUDICATOR  
NOMINATING BODY:

**ARBITRATION: PROCEDURE, APPOINTING AUTHORITY, SEAT AND VENUE**

ARBITRATION DETAILS:

**DOCUMENT 1: SUBCONTRACT WORKS**

SUBCONTRACTOR EARLIEST START DATE & LATEST START DATE:	SUBCONTRACT SCOPE DOCUMENT:
ATTENDANCES SUPPORTING DOCUMENT:	RECTIFICATION PERIOD START DATE & END DATE:
	SUBCONTRACTOR COLLATERAL WARRANTY DOCUMENT:

SUBCONTRACT WORKS  
SCOPE:

**DOCUMENT 2: PRICING DOCUMENTS**

PRICING DOCUMENT  
ATTACHMENTS:

**DOCUMENT 3: GENERAL TERMS & CONDITIONS**

## GENERAL TERMS & CONDITIONS:

### OBC Sub contract Terms and Conditions take precedence over all Sub Contract Terms and Conditions: Subcontract Terms and Conditions

#### 1. GENERAL

1.1 In these conditions:

- (a) "OBC" means Mullinsallagh Limited trading as OB Construction Limited;
- (b) "Subcontractor" means the Subcontractor as defined in the Subcontract Order. Reference to the Subcontractor shall include the Subcontractor's employees, any Sub-Subcontractors and any other party for whom the Subcontractor is responsible;
- (c) "Subcontract" means the contract between OBC and the Subcontractor, which is made up of these terms and conditions, the Subcontract Order, and any other relevant Subcontract documents as listed in the Subcontract Order;
- (d) "Common Data Environment" means the system as defined in the Subcontract Order.
- (e) "OBC's Employer" means the party with whom OBC has entered into a contract with as set out in the Subcontract Order;
- (f) "Main Contract" means the contractual agreement between OBC's Employer and OBC as set out in the Subcontract Order;
- (g) "Subcontract Works" means all of the work to be carried out by the Subcontractor in accordance with these conditions and as set out in the Subcontract Order;
- (h) "Subcontract Scope" is as stated in the Subcontract Order;
- (i) "Subcontract Sum" means the sum stated in the Subcontract Order or as adjusted in accordance with this Subcontract;
- (j) "Site Operating Rules" means any general site rules, site specific health and safety, environmental and quality requirements or other plans or procedures as set by OBC and any other information set out in the Subcontract Order;
- (k) "Pricing Document" means the documents setting out how the Subcontract Sum has been calculated and the method of assessment for interim payments as defined in the Subcontract Order;
- (l) "Date for Subcontract Completion" means the date as defined in the Subcontract Order;
- (m) "Date for Main Contract Completion" means the date as defined in the Subcontract Order;
- (n) "Subcontract Practical Completion" means the date OBC considers that the Subcontract Works have been completed which OBC notifies to the Subcontractor within two weeks of it occurring;
- (o) "Main Contract Practical Completion" means when OBC has such/or similar certified under the Main Contract;
- (p) "Rectification Period" means the period of time as defined in the Subcontract Order for the Subcontractor to remedy defects, following Subcontract Practical Completion;
- (q) "Main Contract Rectification Period" means the period between Main Contract Practical Completion and the issuance of the defects certificate under the Main Contract as set out in the Subcontract Order.

1.2 Communications shall be made within the Common Data Environment ("CDE"). If OBC consent in writing, communications may also be made via email, letter or fax, received by either party at the most recent notified address for such communications.

1.3 This Subcontract is made with OB Construction Limited ("OBC") pursuant to the Main Contract. The Subcontractor is deemed to have full knowledge of all the Terms and Conditions in the Main Contract (excluding information relating to prices and / or rates), which are available for inspection at OBC's office.

1.4 The Subcontract shall incorporate the terms and conditions of the Main Contract and shall observe, perform and comply with all the provisions of the Main Contract on the part of OBC so far as they relate and apply to the Subcontract Works (or any portion of the same).

#### 2. AMBIGUITIES

2.1 The Subcontractor warrants that it has reviewed and scrutinised the Subcontract Scope and the Site Information prior to the contract date exercising Good Industry Practice with a view to identifying:

- (a) Any mistake, ambiguity, inconsistency, inaccuracy, discrepancy or omission that is contained in the Subcontract Scope and/or the Site Information; and
- (b) Whether or not any further information is required (including without limitation any further investigations and/or reports) to enable the Subcontractor to design and construct the works in accordance with the Subcontract, and the Subcontractor has notified OBC of the same prior to the contract date. The Subcontractor acknowledges that the Subcontract and the Site Information have been revised and updated to take account of any such mistakes, ambiguities, inconsistencies, inaccuracies, discrepancies, omissions and such required further information (including without limitation any further investigations and/or reports) that has been identified by the Subcontractor in accordance with this clause.

Notwithstanding the forgoing, the Subcontractor notifies OBC as soon it becomes aware of any error or inadequacy in the documents which are part of this Subcontract or in the design in the Subcontractor's Documents. OBC may give an instruction resolving the error or inadequacy.[A1.1]

2.2 Where there is an ambiguity, conflict or discrepancy, including between the provision of the Main Contract and the Subcontract, the Subcontractor shall immediately give notice with appropriate details to OBC, who, at its sole discretion, shall issue instructions resolving the ambiguity, conflict or discrepancy

2.3 The Subcontractor shall not be entitled to any extension of time or any additional monies as a consequence of an instruction given pursuant to this clause. Where there is an ambiguity or conflict between the provisions of the Main Contract and the Subcontract, the Subcontractor is deemed to have allowed for the more onerous provision and OBC may issue an instruction stating which provision is to prevail, which can only result in a reduction to the Subcontract Sum.

#### 3. SUBCONTRACTOR OBLIGATIONS

3.1 The Subcontractor shall execute the Subcontract Works in a good and workmanlike manner, using materials and workmanship of appropriate quality and standard, to the reasonable satisfaction of OBC. The Subcontractor shall proceed with the Subcontract Works expeditiously and regularly, considering OBC's operations and those of OBC's Employer.

3.2 The Subcontractor shall perform and complete the Subcontract Works to achieve Subcontract Practical Completion on or before the Date for Subcontract Completion.

3.3 Further, the Subcontractor shall perform and complete the Subcontract Works, including any variations, to enable OBC to meet the programme requirements of the Main Contract, including but not limited to achieving Main Contract Practical Completion by the date for Main Contract Completion, making sufficient allowance for any works under the Main Contract to follow on from the Subcontract Works.

3.4 In compliance with the forgoing, the Subcontractor shall prepare a subcontract programme setting out the order and sequencing of the tasks the Subcontractor intends to perform, and providing any information required of OBC under the Main Contract.

3.5 The Subcontractor shall accommodate any programme changes or variations under the Main Contract and shall amend the subcontract programme to reflect any such changes or variations. The Subcontractor shall complete the works regularly and diligently in accordance with the most recently issued of the following: the programme requirements stated in the Subcontract Order, any agreed revised programme of works or any revised programme issued by OBC, or if issued by the Subcontractor, accepted by OBC (but only if accepted by OBC). The Subcontractor acknowledges that time is of the essence for the completion of the Subcontract Works. For the avoidance of doubt, any disagreement, dispute, or difference shall not entitle the Subcontractor to suspend the performance of the Subcontract Works.

3.6 The Subcontractor complies with any Site Operating Rules, the sign in procedures and any additional rules previously communicated to the Subcontractor or as set out in the Subcontract Order. A failure to operate in accordance with those procedures entitles OBC to withhold payment until the failure is rectified.

3.7 Where any part of the Subcontract Works is to be applied to work carried out by others, or may be affected by atmospheric conditions the Subcontractor is to satisfy itself that the work carried out by others, and/or that the atmospheric conditions are such that the Subcontract Works will not be adversely affected. If the Subcontractor is not satisfied, it notifies OBC in writing to that effect stating its reasons before proceeding with the Subcontract Works in such time as to allow any remedial works required to be carried out in sufficient time to comply the Subcontractor's obligations elsewhere in this clause.

3.8 The Subcontractor shall provide a safe method for carrying out the Subcontract Works and shall comply with all relevant legislation during the execution of the Subcontractors Works. This includes but is not limited to all relevant health and safety legislation and all environmental disposal legislation. Failure to comply with the law is a breach of contract. Where such a breach occurs, the Subcontractor shall indemnify OBC against any direct, indirect or consequential loss, damage or costs arising as a result of the Subcontractor's breach. Consequential loss includes but is not limited to any loss incurred to ongoing operations of OBC, losses arising or likely to arise, under the Main Contract, or other costs whatsoever.

3.9 The Subcontractor shall provide all Health & Safety files, operating and maintenance manuals required under the Main Contract within five days of Subcontract Practical Completion. Failure to supply this information, within specified timeframe, will entitle OBC to deduct the sum necessary to engage others to produce the required documentation. These costs shall be deducted from any amount due to the Subcontractor or be recovered as a debt. In addition to other communication requirements, all communications in relation to Health and Safety shall be directed to the address as stated within the Subcontract Order.

3.10 In the performance of the Subcontract Works, the Subcontractor shall co-operate with and not impede OBC, OBC's Employer and/or any other contractor or subcontractor and shall integrate the Subcontract Works with the Main Contract Works and any other works being carried out on site. If the Subcontractor fails to comply with the provisions above and/or fails to provide the required works, services or resources, any resulting costs incurred by OBC will be assessed by OBC and reimbursed by the Subcontractor.

3.11 The Subcontractor shall provide competent and qualified personnel to supervise and carry out the Subcontract Works and all related operations. These personnel will at all times be able to take, receive and understand instructions in English. Further, supervision includes competence to:

- (a) identify risks to health and/or safety;
- (b) ensure safe methods of work are adopted; and
- (c) fulfil the Subcontractors obligations within any Site Operating Rules to identify maintenance needs, defects, preventative measures and the like.

3.12 The Subcontractor shall be responsible for the accurate setting out of the Subcontract Works. Without relieving the Subcontractor of this responsibility, OBC may check the accuracy of such setting out at any time. Where any part of the Subcontract Works is to be applied to work carried out by others, the Subcontractor is to satisfy itself that the work carried out by others are such that the Subcontract Works will not be adversely affected. If the Subcontractor is not satisfied, the Subcontractor notifies OBC in writing to that effect stating its reasons before proceeding with the Subcontract Works.

3.13 If the Main Contract is an NEC contract, OBC and the Subcontractor act in a spirit of mutual trust and collaboration.

#### **4. SUBCONTRACTOR'S DESIGN RESPONSIBILITIES**

4.1 Where design work is required or implied under the Subcontract, the Subcontractor shall undertake and complete such design and this section shall apply.

4.2 The Subcontractor is responsible for designing those elements of the Subcontract Works as specified in the Subcontract Scope.

4.3 The Subcontractor shall take out and maintain professional indemnity insurance to cover their design obligations, for at least the amount stated in the Subcontract Order and for the period of time specified in the Subcontract Order, the Main Contract or any collateral warranties required to be provided by the Subcontractor, whichever is the longer.

4.4 The Subcontractor shall submit its design details as required by the Subcontract Scope to OBC for acceptance. OBC may reject the Subcontractor's design if there is insufficient information provided to assess the submission, it does not meet the requirements of the Subcontract Scope or does not comply with applicable laws, is impractical, interferes with other works or any other reason acting reasonably. The Subcontractor must not proceed with the relevant work until its design has been accepted by OBC.

4.5 Such submissions shall be made in a format, manner and timing to enable OBC to comply with the Main Contract programme and any design submission procedure contained in the Main Contract.

4.6 The Subcontractor may submit its design in stages, provided that each part can be fully assessed independently for acceptance by OBC.

4.7 The Subcontractor carries out and completes the design of the Subcontract Works including any further design which the Subcontractor is required to carry out as a result of a change in the Subcontract Scope.

4.8 The Subcontractor acknowledges that it has inspected and is aware of the provisions of the Main Contract, and agrees to observe, perform and comply with all the provisions of the Main Contract on the part of OBC, to be observed, performed and complied with so far as they relate and apply to the Subcontract Works (or any portion of the same) and ensures that any Sub-Subcontractors and/or consultants in its employ observe, perform and comply with all the provisions of the Main Contract in so far as they relate and apply to their works.

4.9 Notwithstanding any other provision of the Subcontract, the Subcontractor accepts entire responsibility for the design of the Subcontract Works whatever its origin (including any parts of the Subcontract Works designed by or on behalf of the Contractor) in all respects as if such design has been prepared by or on behalf of the Subcontractor and for any mistake, inaccuracy, discrepancy or omission contained in the design for the Subcontract Works[A2.1].

4.10 The Subcontractor warrants that design will be carried out using reasonable skill and care of a competent and experienced design professional.

4.11 The copyright and all other intellectual property rights in all work prepared or compiled by the Subcontractor in the performance of this contract remain vested in the Subcontractor. The Subcontractor hereby grants a royalty free, non-exclusive, transferable, irrevocable licence to copy and use and reproduce any such materials for any purpose related to the Subcontractors Works or pursuant to the Main Contract and provides the same license to OBC's Employer and any tenant, beneficiary or other similar party under the Main Contract.

4.12 In addition to the foregoing, the Subcontractor grants to the Contractor, to OBC's Employer and any tenant, beneficiary or other similar party under the Main Contract any other such licenses as may be required under the Main Contract.

## **5. CONTROL OF PERSONNEL**

5.1 The Subcontractor will ensure that any Site Operating Rules are complied with by its personnel. The Subcontractor shall remove from the works any employee who fails to comply.

5.2 OBC or OBC's Employer may instruct the immediate removal from site of any person employed by the Subcontractor who, in the absolute discretion of OBC and/or OBC's Employer, is unsuitable.

## **6. SUBCONTRACTOR'S CLAIMS**

### **6.1 Co-operation and mitigation**

6.1.1 The Subcontractor shall notify OBC as soon as it becomes aware of any matter which could:

- (a) Increase the Subcontract Sum;
- (b) Delay completion of the Subcontract Works or part of the Subcontract Works; or
- (c) Impair the performance of the Subcontract Works in use.

6.1.2 The Subcontractor and OBC shall cooperate in making and considering proposals for how the effect of each matter which has been notified can be avoided or reduced and deciding and recording actions to be taken.

### **6.2 Variations**

6.2.1 The Subcontract Works shall not be varied without the written instruction of OBC. OBC shall not be liable for payment of any additional sums related to varied or additional work unless instructions have been issued in writing.

6.2.2 Agreement on price shall not in any way relieve the Subcontractor's obligation to comply with the instruction forthwith. For the avoidance of doubt the Subcontractor must comply immediately on receipt of OBC's instructions, even if there is no agreement on price.

6.2.3 The Subcontractor complies with any instruction issued as soon as it is issued.

6.2.4 The Subcontractor provides a quotation for the variation within 7 days of receipt of the instruction.

6.2.5 Any claims under this clause will be valued as follows:

- (a) Pricing Document - Where the work, resource, or activity giving rise to the claim corresponds or is similar to an item, rate, or method of measurement contained in the Pricing Document, that item, rate, or method, the rate shall be used as the primary basis of valuation making a fair adjustment for any alterations in conditions or differences between the work described in the Pricing Document and the work required; or

(b) Previous Assessments - Where no applicable item or rate exists in the Pricing Document, but the same or similar work has previously been valued or assessed under this Subcontract, the most recent relevant assessment shall be used as the basis of valuation, adjusted where necessary to reflect the circumstances of the claim; or

(c) Fair Market Rate - Where neither subclause (a) nor (b) provides an applicable basis, the value shall be determined using fair and reasonable market rates and prices for the relevant labour, plant, materials, preliminaries, or services at the time the cost was incurred.

The valuation of any such claim under this clause will not exceed the amount recoverable by OBC under the Main Contract.

6.2.6 OBC may:

- (a) accept the quotation in writing; or
- (b) indicate that OBC will value the variation in accordance with the above; or
- (c) withdraw the instruction if the appropriate time for implementation has not started.

6.2.7 If OBC indicates that it will value the variation, OBC will fix the proper value as set out above. Such valuation will take into account the impact of not issuing an early warning, which a competent contractor would have, if that is the case.

6.2.8 The quotation or OBC's value for the variation will be paid in accordance with the Subcontract.

6.2.9 No work is to be carried out on dayworks or on a time and material basis without the previous written instruction of OBC to carry out these works as dayworks. All daywork sheets should be presented for approval by OBC's authorised representative at the end of each working day and submitted with each payment application. Failure to provide daywork sheets at the end of the same working day for approval may result in the Subcontractor losing entitlement to payment for those dayworks. Daywork sheets should include at a minimum operative's names, details of any plant or materials, a

brief description of the work and durations. Any such records shall be in accordance with the requirements of the Scope including any sign in software. Any submissions or signatures, electronic or otherwise shall not constitute acceptance of any entitlement on behalf of the Subcontractor.

#### 6.3 Extensions of Time

6.3.1 The Subcontractor shall constantly use its best endeavours and do all things to prevent or mitigate delay in the carrying out and/or completion of the Subcontract Works howsoever caused.

6.3.2 It shall be a condition precedent to any such entitlement that, within seven days of the earlier of when the Subcontractor became aware or ought reasonably to have become aware of the event giving rise to the entitlement in question, the Subcontractor provides a notice to OBC which expressly states that it is given pursuant to this clause and specifies the breach alleged or the event under the Main Contract.

6.3.3 It shall be a condition precedent to any such entitlement that within fourteen (14) days of the service of the notice of this clause, provide OBC with:

- (a) Full particulars of the event and the causes of the same;
- (b) Full particulars of the expected extent of such delay; and
- (c) The estimated delay (if any) to the Date for Subcontract Completion.

6.3.4 If the Subcontractor fails to provide either the notice or particulars required by the clauses above, then it shall not be entitled to any extension of time.

6.3.5 If the Subcontractor is delayed in the execution of the Subcontract Works, otherwise than as a result of breach of the Subcontract or any negligence or default on the part of the Subcontractor by:

- (a) Any circumstance or occurrence in respect of which OBC is entitled to receive an extension of time for completion of the Main Contract Works under the Main Contract;
- (b) The instruction of any variation to the Subcontract Works;
- (c) The suspension of the performance of any or all of the Subcontractor's obligations under the relevant payment legislation; or
- (d) Any breach, default, impediment or prevention (whether by act or omission) by the Contractor.

and such delayed execution has delayed or will delay to the Date for Subcontract Completion, then, provided that the Subcontractor has complied with its notification and submission of particulars obligations OBC shall grant such extension to the Date for Subcontract Completion as may in all the circumstances be fair and reasonable.

6.3.6 Where the Subcontract Works are completed in Sections, an entitlement to an extension or further extension to the Date for Subcontract Completion of any one Section shall not of itself entitle the Subcontractor to an extension or further extension to the Date for Subcontract Completion for any other Section.

#### 6.4 Loss and Expense

6.4.1 If in the execution of this Subcontract the Subcontractor incurs or is likely to incur any direct loss and/or expense because the regular progress of the Subcontract Works or of any part of them is likely to be materially affected by any act, omission or default by OBC or as a result of a delay within the Main Contract, the Subcontractor will be entitled to reimbursement of that loss and/or expense, subject to the remainder of this clause.

6.4.2 Any additional works required shall be valued in the same manner as a variation.

6.4.3 For other costs, subject to the remainder of this clause, the Subcontractor shall be entitled to its direct loss and expense incurred:

- (a) As a direct result of a breach of the Subcontract by OBC, provided that such loss and expense shall not exceed the damages which would have been recoverable by the Subcontractor at common law in respect of such breach and further provided that the Subcontractor shall take all practicable steps to reduce the loss and expense incurred or to be incurred; or
- (b) Of an event which would entitle OBC to loss and expense or its equivalent under the Main Contract, (such as compensation events, relevant events or matters or contractor's claims) up to the amount which OBC is entitled to claim under the Main Contract in respect of the losses incurred by the Subcontractor.

6.4.4 It shall be a condition precedent to any such entitlement that, within seven days of the earlier of when the Subcontractor became aware or ought reasonably to have become aware of the event giving rise to the entitlement in question, the Subcontractor:

- (a) Provides a notice to OBC which expressly states that it is given pursuant to this clause and specifies the breach alleged or the event under the Main Contract; and
- (b) Provides with such notice details of the loss and expense which the Subcontractor has incurred or expects to incur as a result of the breach in question.

6.4.5 The amount of any loss and expense to which the Subcontractor is entitled under this clause shall be added to the Subcontract Sum.

6.4.6 The Subcontractor's entitlement to recover any loss and/or expense pursuant to this clause shall be its sole remedy in respect of loss and/or expense and/or damages arising as a result of a breach of the Subcontract by OBC or for any event entitling OBC to loss and expense or its equivalent under the Main Contract. For the avoidance of doubt, the Subcontractor shall have no other entitlement to recover loss and/or expense and/or damages at common law.

### 7. PAYMENT

7.1 Subcontract Works are to be valued in accordance with the rates and sums in the Pricing Document.

7.2 The amount due is calculated as follows:

- (a) The value of works completed or which will be completed by the assessment date in accordance with the Pricing Document;
- (b) The value of completed variations on or which will be complete by the assessment date as assessed in accordance with this Subcontract; and
- (c) Less any amounts to be deducted or retained from the Subcontractor.

7.3 Any incorrect assessments of the amount due may be corrected in later assessment.

7.4 The amount due may be an amount due to OBC from the Subcontractor.

7.5 If the Subcontract Order contains a Payment Schedule, the Subcontractor submission date, the assessment date, the due date and the final date for payment shall be as set out in the Payment Schedule.

7.6 If no Payment Schedule is provided, the following shall apply:

- (a) The Subcontractor submission date is 5 days before the assessment date;

- (b) The assessment date is the last working day of the month;
- (c) The payment due date shall be five days after the assessment date;
- (d) The final date for payment shall be 25 days after the due date.
- 7.7 Until Subcontract Practical Completion, the Subcontractor shall be entitled to submit an application for payment on or before the Subcontractor Submission Date. The payment application shall state the sum the Subcontractor considers will be due at the due date and the basis on which that sum is calculated. The application for payment shall be submitted in the format stated and to the addresses stated in the Subcontract Order. There shall be no applications for payment after Subcontract Practical Completion.
- 7.8 There shall be no entitlement for payment to the Subcontractor unless and until a payment application has been submitted in sufficient detail to enable it to be checked against the actual Subcontract Works and which fully demonstrates the amount considered to be due.
- 7.9 Not later than 5 days after the due date, OBC may issue an assessment of the amount due and issue a Certificate for Payment, stating the amount due and the basis of the calculation.
- 7.10 If a party intends to pay less than the amount due, not later than 1 day before the expiry of the Final Date for Payment it may issue a notice specifying a different amount due than the Certificate for Payment ("Pay Less Notice"), outlining the basis for calculation, and this will become the amount due at the final date for payment.
- 7.11 Payments are made on or before the final date for payment.
- 7.12 Interest on any late payments shall be simply interest at 2% calculated daily.
- 7.13 Invoices should be sent to the email address as defined in the Subcontract Order.
- 7.14 OBC shall be entitled to deduct from or set off against any monies otherwise due to the Subcontractor any sum or sums which the Subcontractor is liable to pay to OBC whether for damages or otherwise and whether under this Contract or otherwise.

## **8. RETENTION**

- 8.1 OBC shall be entitled to withhold retention from any amounts due to the Subcontractor under the Subcontract.
- 8.2 The percentage retained shall be as stated in the Subcontract Order, or if none stated 5%.
- 8.3 The amount retained shall be reduced by 50% in any payment made after Main Contract Practical Completion.
- 8.4 Any further amounts retained shall be included in the Final Payment.

## **9. FINAL ACCOUNT & RETENTION RELEASE**

- 9.1 Within two months of Subcontract Practical Completion, the Subcontractor shall submit its final account for the Subcontract Works, notifying OBC of the amount it considers to be due for the Subcontract Works. The final account submission shall include and/or append all particulars and documentation reasonably required to allow OBC to ascertain the value of the Subcontract Works.
- 9.2 For the avoidance of doubt, the Subcontractor's final account submission is not a payment application and is only used to assist in assessing the total value of the Subcontract Works.
- 9.3 OBC shall issue a statement ("Retention Release Statement") setting out its assessment of the total amount of work carried out under the Subcontract (at that date) and the amount due under the Subcontract at Main Contract Practical Completion the later of: [A3.1]
  - (a) Two months after Main Contract Practical Completion;
  - (b) Two months after receipt of the Subcontractor's final account submission.
- 9.4 If OBC fails to issue the Retention Release Statement, the Subcontractor may make an application for payment within two weeks of when the statement should have been issued stating the amount that the Subcontractor considered to be due. OBC may issue a statement containing its assessment and the basis of the calculation up to five days after the due date, and a payless notice up to one day before the final date for payment.
- 9.5 OBC shall issue a statement setting out its assessment of the total amount of work carried out under the Subcontract and the final amount due under the Subcontract two months after the defects certificate (or its equivalent) is issued under the Main Contract ("Final Statement").
- 9.6 If OBC fails to issue the Final Statement, the Subcontractor may make an application for final payment within two weeks of when the statement should have been issued stating the amount that the Subcontractor considered to be due. OBC may issue a statement containing its assessment and the basis of the calculation up to five days after the due date, and a payless notice up to one day before the final date for payment.
- 9.7 The due date for any amount due under this clause shall be two weeks after the issue of any statement, or two weeks after any application by the Subcontractor.
- 9.8 The final date for payment for any amount due under this clause shall be 30 days after the due date.
- 9.9 Payment is made on or before the final date for payment as set out in this clause 9.
- 9.10 Invoices should be sent to the email address as defined in the Subcontract Order.

## **10. ATTENDANCES**

- 10.1 OBC will provide to the Subcontractor the attendances detailed in the Subcontract Order. OBC do not warrant the provision of any other attendances. The Subcontractor shall provide all other attendances required to complete the Subcontract Works.
- 10.2 The Subcontractor shall not adjust or interfere with the attendances provided by OBC for its use without express written permission of OBC. This includes but is not limited to scaffolding, lifting equipment and other facilities.
- 10.3 The Subcontract includes the delivery to Site, loading and further movement of any materials required by the Subcontractor unless expressly stated otherwise in the Subcontract.
- 10.4 The Subcontract includes the cost of all necessary facilities for the Subcontractor's labour, materials, tools, plant and equipment delivered to and stored on and moved about Site as required by the Subcontractor.
- 10.5 The Subcontractor has satisfied itself as to the extent and limitations of storage, access and loading available on Site.

## **11. DEFECTS**

- 11.1 The Subcontractor shall notify in writing OBC of any defective or substandard elements of the Subcontract Works immediately and in any event not more than 24 hours from completion of the Subcontract Works or the relevant element of the Subcontract works.

11.2 Until the defects certificate or its equivalent is issued, or the Main Contract Rectification Period expires, OBC may notify the Subcontractor of any defects, which the Subcontractor shall make good within the timeframes set out in the Main Contract.

11.3 The Subcontractor shall make good any defects in the Subcontract Works, and shall allow to OBC any sums consequentially or likely to be consequentially lost arising there from.

11.4 Without relieving the Subcontractor of any responsibility, OBC may check any aspect of the Subcontract Works at any time. The Subcontractor will assist OBC in this and will search for any potential defects identified by OBC or the Employer on OBC's instruction. Such an instruction shall not constitute a variation.

11.5 The Subcontractor is responsible for correcting any defect, whether or not it has been notified by the Contractor.

11.6 OBC will issue the Defects Certificate at the defects date if there are no outstanding notified defects. Otherwise, the Defects Certificate will be issued on the earlier of:

- (a) The end of the final defect correction period, or
- (b) The date when all notified defects have been corrected.

The issuance of the Defects Certificate does not affect the Employer's or OBC's rights regarding any latent defects or other defect that have not been identified or notified.

11.7 The Subcontract Works are not complete until they are without defects.

11.8 In the event of the Subcontractor failing to carry out to OBC's satisfaction any part of the Subcontract Works, OBC may have it completed by a third party and any cost incurred thereby shall be recoverable by OBC from the Subcontractor.

## **12. ASSIGNMENT**

12.1 The Subcontract shall not assign the benefit or in any way transfer or Subcontract or delegate any of its obligations under this Subcontract without the prior written consent of OBC.

## **13. TITLE**

13.1 The materials of the Subcontract brought to site and included in applications for payment become the property of OBC upon payment and will not be removed unless OBC has consented in writing to such removal. This does not affect the Subcontractors obligation to store, protect, place or otherwise use the materials. For the avoidance of doubt, the Subcontractor is responsible for all Subcontract materials on site, including liability for any loss or damage, until they become the property of OBC.

## **14. WASTE DISPOSAL**

14.1 If the Subcontractor and/or its servants or agents and/or anyone employed by it are removing waste from site then it shall be registered as a carrier/broker of controlled waste under the Control of Pollution (Amendment) Act 1989 or legislation having similar effect, and shall dispose of the waste legally. The Subcontractor shall produce evidence of such registration on request. The Subcontractor shall obtain transfer notes for all waste removed from site and shall retain same for a period of 3 years after Subcontract Practical Completion. These shall be made available to OBC on request.

14.2 The Subcontractor shall clean up and remove any waste materials generated by and/or surplus materials resulting from the Subcontract Works. All costs incurred by OBC as a result of non-compliance with the above, including those for consequential loss, shall be set-off under this Subcontract or shall be recoverable from the Subcontractor by OBC as a debt.

## **15. INDEMNITIES**

15.1 The Subcontractor shall indemnify and save harmless OBC from and against:

- (a) any breach non-observance or non-performance by the Subcontractor its servants or agents of the provisions of the Main Contract or this Subcontract or any of them;
- (b) any act or omission of the Subcontractor its servants or agents which involves OBC in any liability either to the Employer or OBC under the Main Contract or to any other party under any other agreement made by OBC in connection with the Works;
- (c) any claim demand proceeding damage cost charge or expense due to or resulting from any negligence act omission or breach of duty on the part of the Subcontractor its servants or agents caused by or arising out of or in connection with the execution of the Subcontract Works;
- (d) any loss or damage resulting from any claim under any statute in force for the time being or at common law or otherwise by a servant or agent of the Subcontractor in respect of personal injury arising out of or in the course of its employment in connection with the execution of the Subcontract Works unless caused solely by the wrongful act or omission of OBC its servants or agents;
- (e) any claims that may be made by any relevant body in respect of contributions, levies and taxes relating to the services of persons engaged by the Subcontractor;
- (f) any misuse by the Subcontractor its servants or agents of the constructional plant and/or other facilities provided by OBC; and
- (g) any claim demand proceeding damage cost charge or expense due to or resulting from the Subcontractor infringing or causing OBC or the Employer to infringe or being held to have infringed any patent or other rights in relation to any patented articles processes or inventions or any copyright or other intellectual property rights.

## **16. INSURANCES AND LIABILITY**

16.1 The Subcontractor shall maintain insurances as required by the Subcontract Order and shall produce evidence of this insurance upon request by OBC.

16.2 The Subcontractor shall protect the Subcontract Works, materials and equipment from damage or loss until they are complete. OBC do not accept any responsibility for damage, loss or interference with the Subcontract Works and/or plant and equipment.

16.3 Where the Subcontractor breaches the Subcontract, it shall indemnify OBC against any direct, indirect or consequential loss, damage or costs arising as a result of the Subcontractor breach. Consequential loss includes but is not limited to any loss incurred to ongoing operations of OBC, losses arising or likely to arise, under the Main Contract, or other costs whatsoever.

16.4 The Subcontractor shall grant a collateral warranty agreement to any third party to whom OBC also required to deliver a Subcontractor collateral warranty under the Main Contract in the form contained in the Main Contract or any

other reasonable form as approved by OBC. No payment shall become due to the Subcontractor unless OBC is provided with signed copies of the required collateral warranties.

16.5 Notwithstanding anything stated in the Subcontract Order, the Subcontractor shall maintain adequate employers and public liability insurance and, where required under the Main Contract, professional indemnity insurance approved by OBC and shall produce evidence of this insurance upon request by OBC.

16.6 No payment shall become due to the Subcontractor unless OBC are provided with copies of all current and valid insurance certificates.

#### **17. TERMINATION OF EMPLOYMENT**

17.1 OBC may terminate the Subcontract due to no fault of the Subcontractor at any time during the currency of the Subcontract on 30 days' notice. OBC shall be liable for all payments due to the Subcontractor under the terms of the Subcontract up to the date of termination. OBC shall not be liable under this condition for any consequential loss, loss of profit or other sums.

17.2 If, the Subcontractor defaults on any aspect of this Subcontract, OBC may notify the Subcontractor and this clause to rectify the default within 5 days, if the Subcontractor fails to rectify the notified default within 5 days, OBC may then terminate the Subcontract forthwith without prejudice to its other rights under this Subcontract.

17.3 If the Subcontractor makes a composition or arrangement with its creditors, or becomes bankrupt, or being a company:

(a) makes a proposal for a voluntary arrangement for a composition of debts or scheme of arrangement to be approved in accordance with the Companies Act 1985 or the Insolvency Act 1986 as the case may be or any amendment or re-enactment thereof; or

(b) has a provisional liquidator appointed; or

(c) has a winding-up order made; or

(d) passes a resolution for voluntary winding-up (except for the purposes of amalgamation or reconstruction); or

(e) under the Insolvency Act 1986 or any amendment or re-enactment thereof has an administrator or an administrative receiver appointed; or

(f) Any such analogous situation applies.

The employment of the Subcontractor under this Subcontract shall be forthwith automatically terminated but may be reinstated if OBC and the Subcontractor agree in writing.

17.4 In the event of the employment of the Subcontractor being terminated under the above provisions:

(a) OBC may use all temporary buildings, plant, tools, equipment, goods and materials intended for, delivered to and placed on or adjacent to the Subcontract Works, and may purchase all materials and goods necessary for the carrying out and completion of the Subcontract Works and the making good of defects of the kind;

(b) the Subcontractor shall if so required by OBC within 14 days of the date of termination, assign to OBC, without payment, the benefit of any agreement for the supply of materials or goods and/or for the execution of any work for the purposes of the Contract to the extent that the same is assignable;

(c) OBC may pay any supplier for any materials or goods delivered or works executed for the purposes of the Contract before the termination insofar as the price thereof has not already been discharged by the Subcontractor and deduct the sum from any payment that may be due to the Subcontractor;

(d) the Subcontractor shall as and when required by a direction of OBC so to do (but not before) remove from the site any temporary buildings, plant, tools, equipment, goods and materials belonging to it and have removed by the owner any temporary buildings, plants, tools, equipment, goods and materials not owned by him. If within a reasonable time after any such requirement has been made the Subcontractor has not complied, then OBC may (but without being responsible for any loss or damage) remove and sell any such property of the Subcontractor, holding the proceeds against all costs incurred by OBC because of the Subcontractor.

(e) OBC shall not be bound by any provision of the Contract to make any further payment to the Subcontractor until all defaults or defects of the Subcontractor have been determined and discharged. Then only such residual sums to arise shall be due.

17.5 The Subcontractor is aware of the Main Contract termination provisions, including reasons for termination, notification of termination and any procedures for termination and acknowledges that the same apply to this Subcontract.

17.6 In the event of termination for any reason, the Contractor shall no further liability to the Subcontractor than the Subcontractor's entitlement to payment for work already executed in accordance with these terms and conditions.

#### **18. WAIVER**

18.1 Nothing contained in any approval or consent given by or on behalf of OBC in connection with the Subcontract Works shall prejudice, modify, affect or otherwise relieve the Subcontractor from any of its obligations under this Contract or the terms of the Main Contract. No waiver or amendment to these provisions by OBC's management on site or other project personnel shall be construed as an amendment to the Contract. The Subcontractor shall comply with these conditions strictly. The liability of the Subcontractor shall not be released, diminished or in any other way affected by any inspection, investigation or enquiry which may be made by or on behalf of OBC or by OBC's failure to carry out such inspection investigation or enquiry.

#### **19. DISPUTE RESOLUTION**

19.1 Any dispute or difference arising pursuant to these works shall initially be referred to adjudication in accordance with the Scheme for Construction Contracts applicable to the relevant territorial area of the Works Location. If no Scheme for Construction Contracts is applicable to the relevant territorial area of the Works Location the Scheme for Construction Contracts for Northern Ireland shall apply. The Adjudicator Nominating Body shall be as defined in the Subcontract Order.

19.2 If the Main Contract provides for disputes thereunder to be finally determined by litigation in the court, then disputes under this Subcontract shall be resolved in the same manner.

19.3 Otherwise, any dispute or decision of an adjudicator which a party is dissatisfied with shall be referred to Arbitration, as set out in the Subcontract Order.

19.4 The parties agree that if in the opinion of OBC any dispute arising under the Subcontract which touches or concerns a dispute or difference under the Main-Contract, the dispute may be joined with such dispute under the Main-



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Contract, on notice by OBC, and any award or decision in the Main Contract dispute shall be binding on the Subcontractor.  
19.5 The law of the Subcontract shall be the law of the Country in which the Subcontract Works are carried out.

## DOCUMENT 4: MAIN CONTRACT AMMENDMENTS

MAIN CONTRACT  
AMMENDMENTS:

## DOCUMENT 5: PAYMENT SCHEDULE

PAYMENT SCHEDULE:

## DOCUMENT 6: PROGRAMME

PROGRAMME UPLOAD:

PROGRAMME SUMMARY:

## DOCUMENT 7: H&S REQUIREMENTS

HEALTH AND SAFETY CONTACT: Rosie O'Hara - 07802422016 - healthandsafety@obconstruction.co.uk

HEALTH & SAFETY-TERMS & CONDITIONS: Please read and review our health and safety documentation:  
<https://sway.cloud.microsoft/JMMF9wI9SHQ2aNUn?ref=Link>

## DOCUMENT 8: PROJECT DATA

PROJECT DATA:

#	Budget Code	Description	Qty	Units	Unit Cost	Amount
1	Z-Z2.M OB Miscellaneous	Quantity: 2, Supplier: Silent Gliss, Location: Showers, Measure To: Tracksize, Width: 3000, Product Type: SG6100_6650	2.0	ITEM	£196.85	£393.70
2	Z-Z2.M OB Miscellaneous	Unit Type: mm, Quantity: 2, Details: Harrier Shower curtains 3600 x 2000mm colour White, Location: Showers	2.0	Is	£156.83	£313.66
<b>Grand Total:</b>						<b>£707.36</b>

Mullinsallagh T/A OBConstruction  
53a Eden Road  
Knockloughrim, Derry BT45 8PL

Anderson Interiors Ltd  
62-66 Duncrue Street  
Belfast, Belfast BT3 9AR

SIGNATURE

DATE

SIGNATURE

DATE