



Our Ref: RP24  
Your Ref: RP24/CMcC/IH

Date: 19<sup>th</sup> January 2026

ANDERSON INTERIORS LIMITED  
108-114 Moneymore Road,  
Magherafelt,  
Co. Londonderry,  
United Kingdom,  
BT45 6HJ

5 Ballygowan Road  
Hillsborough, Co. Down  
Northern Ireland  
BT26 6HX

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E info@graham.co.uk

[graham.co.uk](http://graham.co.uk)

**For the attention of Ian Henry**

Dear Sirs,

Dublin Road PBMSA (RP24)

The supply of all preliminaries, labour, material, PPE and supervision as necessary to carry out and complete the supply and installation of Blinds as further described within this Sub-Contract document ("Sub-Contract Works")

Award Letter

John Graham Construction Limited ("GRAHAM") is pleased to award you (unless objected to by the Employer or Contract Administrator under any relevant provisions of the Main Contract) the sub-contract to carry out the Sub-Contract Works, for the sum of £82,931.59 (GROSS), all as detailed in the enclosed Form of Agreement, Sub-Contract Conditions and Sub-Contract Documents.

The Subcontract Order No. is SC1040908. Please quote this no. in all correspondence.

For the avoidance of doubt, if you enter onto any site connected with the Sub-Contract Works or begin to carry out any part of the Sub-Contract Works, that shall be deemed to be acceptance by you of and agreement to the enclosed Form of Agreement, Sub-Contract Conditions and Sub-Contract Documents.

Please treat this letter as your notification to commence those elements of the Sub-Contract works which are to be undertaken prior to the commencement of the Site Works (as defined in the Sub-Contract Conditions). In accordance with Clause 12 of the Sub-Contract Conditions a Notice to Commence in respect of the Site Works shall be issued in due course.

Sub-Contractors should note that GRAHAM has been awarded accreditation for its Quality Management System under ISO 9001. As a Sub-Contractor you are required to operate within the framework of this system and ensure that all your employees are made aware of the requirement.

Sub-Contractors are reminded of their duty to avoid damage to adjoining work or property and are expected to exercise proper care and provide adequate protection at all times.

If you have any queries in connection with your work or if you require holes, chases, fixing etc., incorporated in the structure, please advise us in writing immediately.

Your payment applications must be submitted in accordance with the terms of the Sub-Contract as set out in Contract Data Part 2 of, and Schedule 5 to the Sub-Contract Conditions.

GRAHAM is authorised by HM Revenue & Customs to use the self-billing arrangement, in consequence of which you must not issue tax invoices or authenticated receipts for the financial transactions covered by

GRAHAM is a trading style of the GRAHAM Group.

The GRAHAM Group comprises the following companies: John Graham Holdings Limited (Registered Number NI 57921); John Graham Construction Limited (Registered Number NI 3503); Graham Investment Projects Limited (Registered Number NI 71467); Graham Asset Management Limited (Registered Number: NI 71100). John Graham Construction Limited, Graham Investment Projects Limited, and Graham Asset Management Limited are wholly owned subsidiaries of John Graham Holdings Limited. The registered office address for each company within the GRAHAM Group is: 5 Ballygowan Road, Hillsborough, Co Down BT26 6HX

'GRAHAM' is a Registered Trade Mark of the GRAHAM Group [No. 2518715]

this Sub-Contract. Should your VAT registration be cancelled or if you are issued with a new one, you must notify GRAHAM immediately.

It is a condition of your award that you comply at all times with any and all applicable health, safety and/or environmental legislation, regulations, guidance and industry best practice, for the jurisdiction where the Sub-Contract Works are to be carried out and with the GRAHAM Rules and Expectations as set out in Schedule 10 to the Sub-Contract Conditions.

Within seven days of the date of this letter you are requested to:

- 1 Return both copies of Sub-Contract Documents to JOHN GRAHAM CONSTRUCTION LIMITED, 5 Ballygowan Road, Hillsborough, Co. Down, Northern Ireland, BT26 6HX
2. Return 3nr copies of the Warranties (if applicable) to JOHN GRAHAM CONSTRUCTION LIMITED, 5 Ballygowan Road, Hillsborough, Co. Down, Northern Ireland, BT26 6HX
- 3 Provide a copy of your certificate for Employers and Public Liability Insurances.
- 4 Present your current Tax Certificate to the Contract Quantity Surveyor for inspection.
- 5 Commence all Preconstruction Work necessary to enable you to start Construction Works by the Target Date

No payments shall be made under the terms of the Sub-Contract until all of the above has been fully complied with.

On receipt of the above information and documentation GRAHAM shall sign both copies of the Sub-Contract and return one copy to you for your records.

Yours faithfully

Cormac McCann  
Quantity Surveyor | Building North  
GRAHAM

**Direct Line: 07385522102**  
**Email: cormac.mccann2@graham.co.uk**

Enc

**GRAHAM STANDARD FORM OF SUBCONTRACT**

PF08-PR08-01-F015 (GSFSUBC11)



**GRAHAM Standard Form  
of  
Sub-Contract**

**FORM OF AGREEMENT**

**THIS AGREEMENT** is made the 16th day of January Two Thousand and Twenty-Six

**BETWEEN**

(1) **JOHN GRAHAM CONSTRUCTION LIMITED** whose registered office is at 5 Ballygowan Road, Hillsborough, Co. Down, BT26 6HX (Company No. NI003503) (hereinafter referred to as **GRAHAM**);

and

(2) **ANDERSON INTERIORS LIMITED** whose registered office is at 108-114 Moneymore Road, Magherafelt, Co. Londonderry, United Kingdom, BT45 6HJ (Company No NI658594) (hereinafter referred to as the **Sub-Contractor**).

**RECITALS**

- A. GRAHAM has entered into a contract with the Employer (hereinafter called the **'Main Contract'**) to carry out works briefly described as Dublin Road Student Accommodation and as more particularly described in the Main Contract.
- B. The Sub-Contractor has agreed to carry out and complete the works (hereinafter referred to as the **'Sub-Contract Works'**) which are specified in Schedule 3 hereto in accordance with this Sub-Contract.
- C. The Sub-Contract Works include the design of those works to the extent specified in Schedule 3 hereto.

**NOW IT IS HEREBY AGREED** as follows:

- 1. In this Form of Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Sub-Contract Conditions hereinafter referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Form of Agreement:
  - (a) the Sub-Contract Conditions attached to this Form of Agreement (as amended by any amendments to the Sub-Contract Conditions set out in Schedule 1); and
  - (b) the Sub-Contract Documents.
- 3. In consideration of the payments to be made by GRAHAM to the Sub-Contractor as hereinafter set out, the Sub-Contractor shall carry out and complete the Sub-Contract Works and remedy any defects in the Sub-Contract Works, in conformity with the provisions of this Sub-Contract.
- 4. GRAHAM shall pay to the Sub-Contractor, in consideration of the carrying out and completion of the Sub-Contract Works and the remedying of any defects in the Sub-Contract Works, the Sub-Contract Sum at the times and in the manner set out in the Sub-Contract.
- 5. The commencement of any part of the Sub-Contract Works by the Sub-Contractor shall constitute acceptance by the Sub-Contractor of this Form of Agreement, the Sub-Contract Conditions and the Sub-Contract Documents and acceptance that the same shall constitute the Sub-Contract between the Sub-Contractor and GRAHAM.

## ATTESTATION

### Notes:

The Form of Agreement is intended to be entered into as a Deed.

GRAHAM should always execute the Form of Agreement using method A below.

There are a number of different methods available for the Sub-Contractor to execute the Form of Agreement depending upon its corporate status and constitution. The following is a guide to which method should be used:

- B (1) to be used when the Sub-Contractor is a limited company (or other body corporate) and is executing by affixing its corporate seal;
- B (2) to be used where the Sub-Contractor is a limited company and is executing by the signature of two Directors or one Director and the Company Secretary;
- B (3) to be used where the Sub-Contractor is a limited company and is executing by the witnessed signature of one Director. The witness does not need to be a Director or the Company Secretary. The witness' address should also be included;
- B (4) to be used where the Sub-Contractor is a limited liability partnership and is executing by the signature of two Members;
- B (5) to be used where the Sub-Contractor is a partnership (but not a limited liability partnership) or an individual and is executing by the witnessed signature of each of its Partners (or by the individual). The witness' address should also be included. The number of execution blocks may need to be extended to cater for the number of Partners in the partnership.

**IN WITNESS** whereof this Form of Agreement was executed as a deed by the parties hereto on the day and year first above written:

**A** Executed as a Deed by John Graham Construction Limited by attested signature of a single Director of the company

Signed by:		Jonathan Hall
	_____	_____
	A686683774F548B DIRECTOR (Signature)	DIRECTOR (Print Name)

in the presence of

DocuSigned by:		Brian McHenry
	_____	_____
	F1914756775443 WITNESS (Signature)	WITNESS (Print Name)

C/O GRAHAM, 5 Ballygowan Road, Hillsborough, Co Down, BT26 6HX  
 \_\_\_\_\_  
 WITNESS (Address)

**B (1)\*** Executed as a Deed by the Sub-Contractor by affixing hereto its Common Seal in the presence of

_____	_____
DIRECTOR (Signature)	DIRECTOR (Print Name)
_____	_____
DIRECTOR / SECRETARY * (Signature)	DIRECTOR / SECRETARY * (Print Name)

\* - Delete as appropriate

**B (2)\*** Executed as a Deed by the Sub-Contractor acting by a Director and the Company Secretary/two Directors of the company\*

_____	_____
DIRECTOR (Signature)	DIRECTOR (Print Name)
_____	_____
DIRECTOR / SECRETARY * (Signature) *	DIRECTOR / SECRETARY (Print Name)

**B (3)\*** Executed as a Deed by the Sub-Contractor by attested signature of a single Director of the company

Signed by:		Ian Henry
	_____	_____
	B102E915A2B8426 DIRECTOR (Signature)	DIRECTOR (Print Name)

in the presence of

Signed by:		Gary Buchanan
	_____	_____
	E07152EE37AC48A WITNESS (Signature)	WITNESS (Print Name)

62-66 Duncrue Street, Belfast, BT3 9AR  
 \_\_\_\_\_  
 WITNESS (Address)

**B (4)\*** Executed as a Deed by the Sub-Contractor acting by two Members of the limited liability partnership

\_\_\_\_\_  
MEMEBER (Signature)

\_\_\_\_\_  
MEMBER (Print Name)

\_\_\_\_\_  
MEMBER (Signature)

\_\_\_\_\_  
MEMBER (Print Name)

**B (5)\*** Executed as a Deed by the Sub-Contractor by attested signature of the partners of the partnership

\_\_\_\_\_  
PARTNER (Signature)

\_\_\_\_\_  
PARTNER (Print Name)

in the presence of

\_\_\_\_\_  
WITNESS (Signature)

\_\_\_\_\_  
WITNESS (Print Name)

\_\_\_\_\_  
WITNESS (Address)

\_\_\_\_\_  
PARTNER (Signature)

\_\_\_\_\_  
PARTNER (Print Name)

in the presence of

\_\_\_\_\_  
WITNESS (Signature)

\_\_\_\_\_  
WITNESS (Print Name)

\_\_\_\_\_  
WITNESS (Address)

\_\_\_\_\_  
PARTNER (Signature)

\_\_\_\_\_  
PARTNER (Print Name)

in the presence of

\_\_\_\_\_  
WITNESS (Signature)

\_\_\_\_\_  
WITNESS (Print Name)

\_\_\_\_\_  
WITNESS (Address)

**SUB-CONTRACT CONDITIONS****Index**

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## 1. Definitions

- (a) "**Award Letter**" means the letter issued by GRAHAM informing the Sub-Contractor that it has been selected to undertake the Sub-Contract Works pursuant to this Sub-Contract.
- (b) "**CDM Regulations**" means the Construction (Design and Management) Regulations 2015 (if the Site is located in England Wales or Scotland) or the Construction (Design and Management) Regulations (Northern Ireland) 2007 (if the Site is located in Northern Ireland).
- (c) "**Commencement Date**" means the date specified as the Commencement Date for the Site Works in Clause 12(a).
- (d) "**Commencement Window**" means the period that starts on the date that is the number of Days prior to the Target Start Date stated in Schedule 4 as the start of the Commencement Window and ends on the date that is the number of Days after the Target Start Date stated in Schedule 4 as the end of the Commencement Window.
- (e) "**Competent Supervisor**" means the person named in Schedule 5 or such other person as shall be notified from time to time by the Sub-Contractor to Graham and to whom Graham shall agree.
- (f) "**Construction Phase Plan**" means, where the project is notifiable under the CDM Regulations, those parts of the construction phase plan for the Main Contract applicable to the Sub-Contract Works, together with any updates and revisions of it by the Principal Contractor notified to the Sub-Contractor before or during the progress of the Sub-Contract Works.
- (g) "**Day**" unless stated otherwise means a calendar day.
- (h) "**Employer**" means the party with whom GRAHAM is in contract under the Main Contract.
- (i) "**GRAHAM Rules & Expectations**" means the "GRAHAM Rules & Expectations specified in Schedule 10.
- (j) "**GRAHAM Scaffolding**" means scaffolding, ladders and mechanical hoisting facilities provided on Site either by or on behalf of GRAHAM, save for any such scaffolding, ladders or mechanical hoisting facilities provided on Site by the Sub-Contractor.
- (k) "**Indemnified Claims**" means claims in relation to GRAHAM's liabilities to other persons (including but not limited to the employees and agents of GRAHAM or the Sub-Contractor) for personal injury to or the death of any person, any loss or damage to property or any other loss or damage which may arise out of or in consequence of the execution, completion or maintenance of the Sub-Contract Works by the Sub-Contractor and in relation to costs, charges and expenses that may be occasioned to GRAHAM by the claims of such other persons.
- (l) "**Insolvent**" shall have the meaning set out in either section 113 of the Act or Article 12 of the Order, dependent upon whether the Act or the Order applies to this Sub-Contract.
- (m) "**Interest**" means a rate of 3% per annum above the official dealing rate of the Bank of England Base current at the date that a payment due under this Sub-Contract becomes overdue.
- (n) "**Method of Measurement**" means the method of measurement, if any, specified in Schedule 5.
- (o) "**Notice to Commence**" means a notice given by GRAHAM to the Sub-Contractor requiring the Sub-Contractor to commence the Sub-Contract Works as set out in Clause 12(a).
- (p) "**Notified Sum**" means sum described in Clause 19(b).
- (q) "**Payer Notice**" means the notice described in Clause 19(a).
- (r) "**Pay Less Notice**" means either the notice described in Clause 19(c) or the notice described in Clause 20(d).
- (s) "**Pricing Document**" means the document described as such in Schedule 6.

- (t) **"Principal Contractor"** means the person named as such in or appointed as such under the Main Contract.
- (u) **"Post Tender Correspondence"** means the items of post tender correspondence specified in Schedule 1.
- (v) **"Public Holiday"** means Christmas Day, Good Friday, or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday in the part of the United Kingdom in which the Site is located.
- (w) **"Retention Release Dates"** means the dates (or any of them) specified to be the retention release dates in Schedule 5.
- (x) **"Scheme"** means either the Scheme for Construction Contracts appropriate to the part of the United Kingdom in which the Site is located made by regulations under Section 114 of the Housing Grants Construction and Regeneration Act 1996, as amended by the Local Democracy, Economic Development and Construction Act 2009 (**"the Act"**) or the Scheme for Construction Contracts in Northern Ireland made by regulations under Article 13 of the Construction Contracts (Northern Ireland) Order 1997, as amended by the Construction Contracts (Amendment) Act (Northern Ireland) 2011 (**"the Order"**), to the extent that either the Act or the Order applies to this Sub-Contract.
- (y) **"Site"** means the site or sites upon which the Sub-Contract Works are to be constructed.
- (z) **"Site Works"** means those elements of the Sub-Contract Works which the Sub-Contractor shall undertake on or at the Site
- (aa) **"Specifications and Drawings"** means the various specifications and drawings listed or referred to in Schedule 9 to this Sub-Contract.
- (bb) **"Statute"** or **"Statutory Requirement"** mean any statute, statutory instrument, regulation, rule or order made under any statute or directive having force of law which affects the Sub-Contract Works or the performance of any obligation under this Sub-Contract and any regulation or bye-law of any local authority or statutory undertaker which has jurisdiction with regard to the Sub-Contract Works or with whose systems the Sub-Contract Works or the Works are, or are to be, connected, including any statutory provisions and any decision of a relevant authority thereunder which control the right to develop the Site.
- (cc) **"Sub-Contract"** means the Form of Agreement, these Sub-Contract Conditions (as amended by any amendments to these Sub-Contract Conditions set out in Schedule 1) including the Schedules to these Sub-Contract Conditions and the Sub-Contract Documents
- (dd) **"Sub-Contract Documents"** means the Tender Enquiry Document, the Sub-contract Negotiation Meeting Minutes, the Specifications and Drawings, the GRAHAM Rules & Expectations, the Post Tender Correspondence and any other documents included or referred to within the Schedules that specify requirements with which the Sub-Contractor is to comply when carrying out and completing the Sub-Contract Works..
- (ee) **"Sub-Contract Sum"** means the sum stated as such in Schedule 5 or such other sum as shall become payable to the Sub-Contractor in accordance with this Sub-Contract. .
- (ff) **"Sub-Contractor Interim Application for Payment Date"** means either the dates (and each of them) stated to be the Sub-Contractor Interim Application for Payment Dates in Schedule 12 or the dates ascertained as Sub-Contractor Interim Application for Payment Dates in accordance with Clause 18(f) or Clause 18(g).
- (gg) **"Sub-Contract Negotiation Meeting Minutes"** means the minutes of a meeting between the Sub-Contractor and GRAHAM (which also contains relevant health and safety information provided by the Sub-Contractor) at Schedule 8.
- (hh) **"Target Start Date"** means the targeted start date in respect of the Site Works stated Schedule 4.
- (ii) **Tender Enquiry Document** means the document at Schedule 7 to this Sub-Contract.
- (jj) **"Variation"** means any alteration to the design, the quality or the quantity of the Sub-Contract Works instructed by GRAHAM pursuant to Clause 5 of this Sub-Contract, including the addition, omission or substitution of any work, the alteration of the kind or standard of any of the materials or goods to be used in the Sub-Contract Works, or the removal from the Site of any work executed or goods or materials brought onto the Site; other than design, work, materials or goods which are not in

accordance with this Sub-Contract, and for the avoidance of any doubt any notice issued by GRAHAM requiring the rectification of any such design, work, materials or goods which are not in accordance with this Sub-Contract shall not in any circumstances constitute a Variation.

(kk) **"Works"** means the works to be carried out by GRAHAM under the Main Contract.

(ll) **"Working Day"** means any day which is not a Saturday, a Sunday or a Public Holiday.

## 2. Interpretation

(a) In this Sub-Contract, except where the context or the express provisions otherwise require:-

- (i) terms and expressions defined in the Main Contract shall have the same respective meanings when used in this Sub-Contract; however, if there is any inconsistency between the Sub-Contract Documents and the Main Contract Conditions, the Sub-Contract Documents shall prevail provided always that nothing in the Sub-Contract shall operate to override or modify the requirements in the Main Contract in so far as the Main Contract defines the standards and requirements of the Employer in respect of any element of the design of the Works for which the Sub-Contractor is responsible under this Sub-Contract;
  - (ii) reference in this Sub-Contract to "parties" means the parties to this Sub-Contract and reference to a "party" means one of the parties;
  - (iii) words importing the masculine gender include the feminine and neuter genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably in that manner;
  - (iv) references to a clause, sub-clause Option or Schedule are references to that clause or sub-clause, in or Option or Schedule to this Sub-Contract and a reference in an Option or Schedule to a paragraph is to that paragraph of that Option or Schedule;
  - (v) the singular includes the plural and vice versa;
  - (vi) any reference to any Statute, Statutory Requirement, enactment, order, regulation or other similar instrument shall be construed as a reference to the Statute, Statutory Requirement, enactment, order, regulation or instrument as amended or re-enacted or both from time to time and any subordinate legislation made under the Statute, Statutory Requirement, enactment, order, regulation or instrument (whether before or after the date of this Sub-Contract);
  - (vii) the headings and any index are for the convenience of the parties only and shall not affect the construction or interpretation of this Sub-Contract;
  - (viii) the word "including" in this Sub-Contract means "including but not limited to";
  - (ix) words and expressions defined in the Form of Agreement shall respectively have the same meaning in the Sub-Contract Conditions and words and expressions defined in the Sub-Contract Conditions shall respectively have the same meaning in the Form of Agreement.
- (b) The parties agree that the legal principle generally known as the "contra proferentem" rule does not apply to this Sub-Contract.
- (c) The parties agree that this Sub-Contract constitutes the complete, entire and exclusive statement of agreement between them in relation to the subject matter of this Sub-Contract, superseding all previous negotiations and understandings, and may not be contradicted by evidence of any prior contemporaneous agreement.
- (d) No amendment to this Sub-Contract shall be binding save those which are identified as such, recorded in writing and signed by a duly authorised Director of GRAHAM and the Sub-Contractor. For the purposes of this clause, in the case of GRAHAM, a duly authorised Director shall be a Director who holds the status of Contracts Director, or a more senior Director, within GRAHAM as named in the Sub-contract Negotiation Meeting Minutes or such other Director as GRAHAM shall notify to the Sub-Contractor in writing.

- (e) Where the Sub-Contract requires something to be done within a specified period after or from a specified date, the period shall begin immediately after that date. Where the period would include a Public Holiday in the area where the Site is located, that day shall be excluded.
- (f) The Sub-Contract and the various documents making up the Sub-Contract shall so far as possible be read together and be taken as mutually explanatory of one another. Within no more than 3 Working Days of when the Sub-Contractor becomes aware or should reasonably have become aware of any error, inaccuracy, discrepancy and/or inconsistency in or between the documents making up the Sub-Contract, the Sub-Contractor shall give notice of the discrepancy and/or inconsistency to GRAHAM and GRAHAM shall issue instructions to the Sub-Contractor detailing how that discrepancy and/or inconsistency is to be resolved. No such instructions shall constitute a Variation under this Sub-Contract nor entitle the Sub-Contractor to any extension of time, increase in the Sub-Contract Sum, loss and/or expense or other payment whatsoever under or in relation to the Sub-Contract.
- (g) If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

### 3. General Obligations

- (a) The Sub-Contractor will execute and complete the Sub-Contract Works in a proper and workmanlike manner and in accordance with the Sub-Contract Documents, the Construction Phase Plan, all Statutory Requirements and all relevant British or European Standards and Codes of Practice and in conformity with any instructions supplied to him by GRAHAM. Thereafter the Sub-Contractor will correct any defects, shrinkages and other faults in the Sub-Contract Works and will deliver up the Sub-Contract Works to GRAHAM complete in every particular to the satisfaction of GRAHAM and of the Architect or Engineer (or other Contract Administrator, Project Manager or Supervisor) appointed under the Main Contract.
- (b) The Sub-Contractor hereby warrants and undertakes to GRAHAM that he has had an opportunity of inspecting and examining the physical conditions (including the sub-surface, sub-soil, ground and environmental conditions) and other conditions of or affecting the Site and shall be deemed to have fully acquainted himself with the same and to have obtained all necessary information as to risks, contingencies and all other circumstances (including the existence of contamination and environmental hazards) which may influence or affect the execution of the Sub-Contract Works. No failure on the part of the Sub-Contractor to discover or foresee any such condition, risk, contingency or circumstance, whether the same ought reasonably to have been discovered or foreseen or not, shall entitle the Sub-Contractor to an addition to the Sub-Contract Sum or to any loss and/or expense or to an extension of time. The Sub-Contractor shall not and shall not be entitled to rely upon any survey, report or other document or information prepared by or on behalf of the Employer or GRAHAM regarding any such matter and GRAHAM makes no representation or warranty as to the accuracy or completeness of any such survey, report or document or for any representation or statement contained therein, whether made negligently or otherwise. Further, in the event that consequent to the Sub-Contractor's failure to discover or foresee any such condition, risk, contingency or circumstance a change is instructed to any element of the design of the Works for which the Sub-Contractor is responsible, the Sub-Contractor shall not pursuant to such instruction be entitled to an addition to the Sub-Contract Sum or the payment of loss and/or expense or to any extension of time.
- (c) Without prejudice to Clause 3(b), the Sub-Contractor is required to ascertain the location, depth and details of all services and/or service media under, over or affecting the Site and shall be responsible without entitlement to extension of time or to the payment of loss and/or expense or to any increase to the Sub-Contract Sum for taking such action in relation to such service or service media as prescribed or required by Statute and/or by the Sub-Contract Documents.
- (d) No approval, expressed or implied and no inspection or review by GRAHAM, or by the Employer, the Architect, Engineer (or other Contract Administrator, Project Manager or Supervisor) appointed under the Main Contract, or by any person acting on any of their behalf, nor any omission to inspect or review or to disapprove, shall in any way negate or diminish any duty or liability of the Sub-Contractor under or in connection with this Sub-Contract.
- (e) The Sub-Contractor acknowledges that no error or omission in this Sub-Contract or in any or in any combination of the Sub-Contract Documents nor any misdirection or misinformation given by or on behalf of GRAHAM shall relieve the Sub-Contractor from his obligations and liabilities pursuant to the Sub-Contract where reasonable and prudent inspection of the Sub-Contract Documents or consideration of the direction or information would reveal such error.

- (f) The Sub-Contractor shall keep a Competent Supervisor at the Site at all times when the Sub-Contract Works are in progress and (subject to Clause 3(g)) any instructions or directions issued to the Competent Supervisor by GRAHAM shall be deemed to have been issued to the Sub-Contractor.
- (g) Unless otherwise agreed in advance in writing, the Sub-Contractor shall not act upon the instructions of anyone other than GRAHAM and GRAHAM shall not be liable to pay the Sub-Contractor for any work carried out in breach of this clause.
- (h) The Sub-Contractor shall indemnify GRAHAM against and from every liability which GRAHAM may incur to any other person whatsoever and against all claims, demands, proceedings, damages, costs, losses and expenses made against or incurred by GRAHAM by reason of any breach by the Sub-Contractor of the Sub-Contract.
- (i) No approval or inspection or review by GRAHAM or by any person acting on behalf of GRAHAM nor any omission to inspect or review or to disapprove nor any guarantee or extended guarantee provided or obtained by the Sub-Contractor shall negate or diminish any duty or liability of the Sub-Contractor under or in connection with this Sub-Contract.
- (j) If the Sub-Contractor intends to make a claim against GRAHAM in respect of personal injury to or death of any person or for any damage caused to any part of the Sub-Contract Works or to any goods, materials, plant or equipment intended to form part of the Sub-Contract Works or intended to be used in the carrying out of the Sub-Contract Works, as a condition precedent to such a claim, the Sub-Contractor shall produce to GRAHAM photographic or other evidence to the reasonable satisfaction of GRAHAM to support its intended claim, within 5 days of the date on which the personal injury, death or damage occurred. If the Sub-Contractor fails to provide such evidence to GRAHAM within 5 days of the date on which the personal injury, death or damage occurred, the Sub-Contractor shall (save only to the extent not permitted by the law to which this Sub-Contract is subject) not be entitled to make any claim against GRAHAM in relation to the same.
- (k) The Sub-Contractor shall be responsible for setting out the Sub-Contract Works in accordance with the requirements for the Sub-Contract Works as set out in the Sub-Contract.
- (l) Where indicated in the Sub-Contract Documents that a Contract Guarantee Bond is required to be provided by the Sub-Contractor, the Sub-Contractor shall within 7 days of any request to do so by GRAHAM provide a duly executed Contract Guarantee Bond in the form prescribed in Schedule 14 (Contract Guarantee Bond) or in such other form as GRAHAM shall accept, from a bank or other surety acceptable to GRAHAM and which has a credit rating by Standard & Poor's of at least "A-" for long term debt (or an equivalent rating from such other equivalent rating agency acceptable to GRAHAM). If the credit rating of the issuer of the Contract Guarantee Bond by Standard & Poor's falls below "A-" for long term debt (or an equivalent rating from such other equivalent rating agency acceptable to GRAHAM) or if the Contract Guarantee Bond provided by the Sub-Contractor should become invalid or unenforceable for any reason, the Sub-Contractor shall immediately replace the Contract Guarantee Bond with a new Contract Guarantee Bond which complies with this Clause 3(l). Should the Sub-Contractor fail to deliver the Contract Guarantee Bond in accordance with the provisions of this Clause 3(l), then GRAHAM shall be entitled to withhold any and all payments to the Sub-Contractor under this Sub-Contract until such times as the Contract Guarantee Bond is delivered.
- (m) Where indicated in the Sub-Contract Documents that a Parent Company Guarantee is required to be provided by the Sub-Contractor, the Sub-Contractor shall within 7 days of any request to do so by GRAHAM provide a duly executed Parent Company Guarantee in the form prescribed in Schedule 15 (Parent Company Guarantee) or in such other form as GRAHAM shall accept, from the ultimate parent company of the Sub-Contractor (as defined by section 1162 of the Companies Act 2006). Should the Sub-Contractor fail to deliver the Parent Company Guarantee in accordance with the provisions of this Clause 3(m), then GRAHAM shall be entitled to withhold any and all payments to the Sub-Contractor under this Sub-Contract until such times as the Parent Company Guarantee is delivered.
- (n) The Sub-Contractor warrants that they have not and will not during the term of the Sub-Contract breach the Employment Relations Act 1999 (Blacklists) Regulations 2010, and that they have not compiled or utilised any list which contains, inter alia, details of persons who are or have been members of trade unions, nor any list which is compiled with a view to being used by Employers or Employment Agencies for the purposes of discrimination in relation to recruitment or in relation to the treatment of workers.

**3A. Design**

- (a) In the event that this Sub-Contract is stated in Schedule 3 (The Sub-Contract Works) as being a design and build sub-contract or in the event and to the extent that Schedule 3 identifies any elements of the Sub-Contract Works for which the Sub-Contractor is to be responsible for the design, Schedule 16 (Design Supplement) shall apply.
- (b) Notwithstanding that Clause 3A(a) does not apply, to the extent that any design for or in relation to the Works is or ought reasonably to have been carried out by or on behalf of the Sub-Contractor, the Sub-Contractor shall comply with Schedule 16 (Design Supplement).

**4. Main Contract**

- (a) Details of the Main Contract are set out in Schedule 2. The Sub-Contractor acknowledges that he has been given the opportunity to inspect a copy of the Main Contract (save for any pricing information included in the Main Contract) and no failure on the part of the Sub-Contractor to inspect a copy of the Main Contract will in any way negate or diminish any duty or liability of the Sub-Contractor under this Clause 4.
- (b) The Sub-Contractor shall be deemed to have notice of all the provisions of the Main Contract (including any dates stated in the Main Contract by which any part or parts of the Sub-Contract Works are to be carried out and/or completed), and shall be deemed to have perused, read and understood them in so far as they are applicable to the Sub-Contract Works. Save where the provisions of this Sub-Contract otherwise require, the Sub-Contractor shall perform its obligations under the Sub-Contract so that no act or omission of his shall constitute, cause or contribute to any breach by GRAHAM of any of its obligations under the Main Contract or to any loss of entitlement by Graham under the Main Contract and the Sub-Contractor shall, save as aforesaid, assume and perform hereunder all the obligations and liabilities of GRAHAM under the Main Contract in so far as they relate and apply to the Sub-Contract Works. Any failure by the Sub-Contractor to comply with this Clause 4(b) which results in GRAHAM not being entitled to any payment, extension of time, relief or other benefit whatsoever under the Main Contract shall entitle GRAHAM, without prejudice to its other rights and remedies, to withhold any corresponding payment, extension of time, relief or other benefit whatsoever from the Sub-Contractor under this Sub-Contract.
- (c) The Sub-Contractor hereby acknowledges that any breach by him of the Sub-Contract may result in GRAHAM committing breaches of and incurring liability under the Main Contract and/or other contracts made by GRAHAM in connections with the Works and may occasion loss or expense to GRAHAM in connection with the Works. All such liabilities, loss and expense are agreed to be within the contemplation of the parties as being probable results of any such breach by the Sub-Contractor.
- (d) The Sub-Contractor shall indemnify GRAHAM against and from every liability which GRAHAM may incur to any other person whatsoever and against all claims, demands, proceedings, damages, costs, losses and expenses made against or incurred by GRAHAM to the extent that the same arise in respect of any breach, non-observance or non-performance by the Sub-Contractor of any of the provisions of the Main Contract insofar as they relate and apply to the Sub-Contract (including any dates stated in the Main Contract by which any part or parts of the Sub-Contract Works are to be carried out and/or completed).

**5. Variations**

- (a) The Sub-Contractor shall forthwith comply with all instructions in writing from GRAHAM including any instruction requiring a Variation, save to the extent that such instruction requires the Sub-Contractor to act in a manner that is contrary to any Statutory Requirements, in which case the Sub-Contractor shall forthwith so notify GRAHAM in writing. No Variation shall vitiate this Sub-Contract.
- (b) If so instructed by GRAHAM, the Sub-Contractor shall provide within 5 Days of receiving such instruction and at no cost to GRAHAM, a quotation for a proposed Variation, setting out the amount (if any) by which the Sub-Contractor proposes the Sub-Contract Sum would be adjusted as a result of the proposed Variation (including, for the avoidance of doubt any adjustment arising from the operation of Clause 13) and any extension of time for the completion of the Sub-Contract Works which the Sub-Contractor proposes as a result of the proposed Variation, If and to the extent that GRAHAM accepts the Sub-Contractor's quotation or any part of the Sub-Contractor's quotation and the Variation is instructed, the Sub-Contract Sum shall be adjusted by the accepted amount of the quotation and/or an extension of time for the completion of the Sub-Contract Works shall be granted equal to the accepted period stated in the quotation. If and to the extent that the Sub-

Contractor's quotation is not accepted by GRAHAM but the Variation is instructed, any adjustment to the Sub-Contract Sum shall be determined in accordance with Clause 5(e) and any extension of time shall be determined in accordance with Clause 14. If and to the extent that the Sub-Contractor's quotation is accepted by GRAHAM any accepted adjustment to the Sub-Contract Sum and any accepted extension of time shall be the Sub-Contractor's sole entitlement to an adjustment of the Sub-Contract and an extension of time in respect of those parts of the Variation instructed to which GRAHAM's acceptance relates.

- (c) If the Sub-Contractor receives an instruction which is not expressed to be a Variation but the Sub-Contractor wishes to contend that it is, it shall be a condition precedent to any right to claim additional money or any extension of time, that the Sub-Contractor shall give written notification of its contention to GRAHAM within 7 Days of receipt of the instruction and at the same time, within that notification, shall submit detailed and priced calculations based upon the prices and rates specified in this Sub-Contract, showing all necessary adjustments to the Sub-Contract Sum (including, for the avoidance of doubt such adjustments arising from the operation of Clause 13) and detailed particulars of any necessary extension of time for the completion of the Sub-Contract Works, as may arise as a result of the instruction. GRAHAM shall be entitled to withdraw such instruction but unless it does the Sub-Contractor shall comply with same in accordance with the requirements of this Sub-Contract. GRAHAM shall in no circumstances be deemed to be bound by the detailed and priced calculations or the detailed particulars of the assessment of the extension of time included in any notification given by the Sub-Contractor under this clause and, unless an adjustment to the Sub-Contract Sum reflecting such detailed and priced calculations and/or an extension of time reflecting such detailed particulars is expressly approved in writing by GRAHAM, the Sub-Contractor's entitlement in respect of any Variation that may have been instructed shall be determined in accordance with Clauses 5(e) and 14 of this Sub-Contract.
- (d) Variations or extra work shall not be undertaken by the Sub-Contractor nor shall he be entitled to any increase to the Sub-Contract Sum, nor to any loss and/or expense, nor to any extension of time, unless such Variation or extra work has been instructed in writing in accordance with this Clause 5.
- (e) Subject to Clause 5(b), the value of all Variations instructed in accordance with this Clause 5 shall be determined by measurement and by reference to the prices or rates specified in the Sub-Contract for like or analogous work, but if there are no such prices or rates applicable then the valuation shall be agreed between the parties, or failing agreement, shall be as GRAHAM bona fide estimates to be the fair and reasonable value of the Variation.
- (f) Subject to Clause 5(a), if within 7 Days after receipt of a written notice from GRAHAM requiring the Sub-Contractor to comply with an instruction the Sub-Contractor does not comply, GRAHAM may engage and pay others to execute any work which may be necessary to give effect to that instruction. The Sub-Contractor shall be liable for all additional costs, losses and/or expense incurred by GRAHAM in connection with having to employ others, and GRAHAM shall be entitled to deduct those costs, losses and/or expense from payments otherwise due to the Sub-Contractor.

## 6. Progress

- (a) Without prejudice to Clause 4, the Sub-Contractor shall execute and complete the Sub-Contract Works regularly and diligently and at such times, sequences and in such manner as GRAHAM may direct and/or as set out in Schedule 4 hereto. If the Sub-Contractor is in breach of this Clause 6 and/or fails to complete the Sub-Contract Works within the relevant period or periods for completion he shall forthwith pay or allow to GRAHAM such sum as GRAHAM shall bona fide estimate to be the amounts that have been or will be incurred by GRAHAM as a result of that breach and/or failure including any amounts in respect of GRAHAM's liability under or in connection with the Main Contract and/or any other contracts made by GRAHAM in connection with the Works and any loss and expense to GRAHAM in connection with the Works. Such estimate by GRAHAM shall be binding and conclusive upon the Sub-Contractor.
- (b) The Sub-Contractor shall forthwith comply with any instruction received from GRAHAM requiring the Sub-Contractor to produce a programme for the completion of the Sub-Contract Works. Any such instruction or any target programme produced by GRAHAM in relation to the Sub-Contract Works shall not constitute and shall not be treated as an instruction to accelerate the Sub-Contract Works or any part or parts of the Sub-Contract Works, nor as a grant of an extension of time, nor of a waiver or relaxation of the Sub-Contractor's obligation to complete the Sub-Contract Works in accordance with the period(s) for completion specified in Schedule 4 and reasonably in accordance with the progress of the Main Contract Works.
- (c) The Sub-Contractor shall forthwith comply with any instruction received from GRAHAM to accelerate the Sub-Contract Works or any part or parts of the Sub-Contract Works, provided that such instruction is in writing and is expressly stated in

the instruction to be an instruction to accelerate. No instruction, notice or other communication from GRAHAM save for one in writing which is expressly stated in the instruction to be an instruction to accelerate, shall constitute or be treated as an instruction to accelerate.

- (d) If, subject to Clause 6(c), GRAHAM instructs the Sub-Contractor to accelerate the Sub-Contract Works or any part or parts of the Sub-Contract Works, the Sub-Contractor shall be entitled to be paid:
  - (i) either the amount agreed between GRAHAM and the Sub-Contractor prior to the issue of the instruction to accelerate; or
  - (ii) if no such agreement is reached, what GRAHAM considers to be a fair and reasonable amount to reflect the demonstrable additional resources reasonably deployed by the Sub-Contractor in accelerating the Sub-Contract Works.
- (e) No work carried out by the Sub-Contractor outside any stipulated normal hours of working shall constitute overtime or unproductive overtime and the Sub-Contractor shall not be entitled to make any claim for any additional payment from GRAHAM in relation to such work solely on the basis that it was carried out outside any stipulated normal hours of working.

#### **7. Maintenance and Defects Liability**

The Sub-Contractor shall:-

- (a) maintain the Sub-Contract Works, including being responsible for any loss of or damage to the Sub-Contract Works, at his own expense, to the satisfaction of GRAHAM, both during the progress of the Sub-Contract Works and until the appropriate completion certificate for the Works under the Main Contract, which includes the Sub-Contract Works, has been issued in accordance with the Main Contract; and
- (b) make good at his own expense any defects, shrinkages, faults or damage to the Sub-Contract Works, up to the expiry of the relevant defects period in the Main Contract for that part of the Works that includes the Sub-Contract Works.

#### **8. Use of Scaffolding**

The Sub-Contractor shall at his own risk and at such time(s) and for such period(s) as GRAHAM may direct have use of GRAHAM Scaffolding which may be already in position on the Site unless otherwise stated in Schedule 8 hereto referred to in Schedule 8 hereto. The Sub-Contractor shall not amend, modify alter or otherwise interfere with GRAHAM Scaffolding. If any damage is caused by the Sub-Contractor as a result of its use of Graham Scaffolding, the cost of rectifying such damage shall be charged to the Sub-Contractor and the Sub-Contractor shall indemnify GRAHAM in relation to the same.

#### **9. Site Working & Access**

- (a) The materials, tools, plant, scaffolding, machinery and buildings of the Sub-Contractor used in connection with this Sub-Contract whether on the Site or not, shall in every respect be at the Sub-Contractor's risk.
- (b) The Sub-Contractor shall allow such reasonable facilities and access to GRAHAM, to anyone authorised by GRAHAM and to any other contractor or sub-contractor engaged on the Site, as may from time to time be necessary in the opinion of GRAHAM.
- (c) The Sub-Contractor shall repair and make good at the Sub-Contractor's own cost to the satisfaction of GRAHAM damage loss or injury caused by the Sub-Contractor to the property of GRAHAM and / or third parties.
- (d) The Sub-Contractor shall, at his own risk have, subject to availability, reasonable use, in common with others engaged upon the Site, of the temporary facilities (including any first aid facilities and treatment) listed in Schedule 8 hereto. Electric power supply for small tools and equipment used on the Site shall not exceed 110V A.C. single phase. If any damage is caused by the Sub-Contractor to such temporary facilities, the cost of rectifying such damage shall be charged to the Sub-Contractor and the Sub-Contractor shall indemnify GRAHAM in relation to the same.

## 10. Excepted Risks

Notwithstanding any other provision of this Sub-Contract, the Sub-Contractor shall only be responsible for personal injury to or the death of any person or any loss or damage to the Sub-Contract Works or any other property (save for the Sub-Contractor's own property) caused by any Excepted Risks as defined in the Main Contract to the extent that GRAHAM is responsible under the Main Contract. Should GRAHAM require the Sub-Contractor to rectify any loss or damage for which the Sub-Contractor is not responsible under this Clause 10, the Sub-Contractor shall so rectify such loss and damage and the works to be carried out shall be instructed as a Variation.

## 11. Insurances and Indemnities

- (a) The Sub-Contractor shall indemnify GRAHAM against Indemnified Claims and to the extent that Graham is required under the Main Contract to indemnify the Employer in relation to the Indemnified Claims, the Sub-Contractor's indemnity under this Clause 11(a) shall include the cost to GRAHAM of so indemnifying the Employer.
- (b) Without prejudice to any obligation in this Sub-Contract for the Sub-Contractor to indemnify GRAHAM, the Sub-Contractor shall until he fully complies with his obligations under Clause 7(b) take out and maintain insurance with a reputable insurer reasonably acceptable to GRAHAM at the Sub-Contractor's own expense against all Employers Liability and Public Liability/Third Party Liability (including Third Party Fire) risks arising out of the execution of the Sub-Contract Works, in sums not less than those set out in Schedule 5C.
- (c) Where it is so specified in Schedule 5C the Sub-Contractor shall forthwith after this Sub-Contract has been entered into, take out (unless he has already done so) and maintain professional indemnity insurance for a period no less than the period during which GRAHAM is required to maintain professional indemnity insurance under the Main Contract (notwithstanding termination for any reason of the Sub-Contractor's employment under this Sub-Contract but provided such insurance is available at commercially reasonable premium rates) with a limit of indemnity of not less than the sum stated in Schedule 5C for any one occurrence or series of occurrences arising out of any one event. Any increased or additional premium required by insurers by reason of the Sub-Contractor's own claims record or other acts, omissions, matters or things particular to the Sub-Contractor shall be deemed to be within commercially reasonable premium rates.
- (d) As and when reasonably required by GRAHAM, the Sub-Contractor shall produce for inspection documentary evidence that the insurances required under this Clause 11 are being properly maintained. If the Sub-Contractor fails to supply the relevant evidence, GRAHAM may at its sole discretion effect such insurance cover as it deems requisite and shall be entitled to recover the cost of so doing from any monies due or becoming due to the Sub-Contractor under the terms of this Sub-Contract or any other sub-contract between GRAHAM and the Sub-Contractor.
- (e) The Sub-Contractor shall notify GRAHAM immediately of any change of circumstances affecting any of the insurances required by this Sub-Contract. Failure of the Sub-Contractor to reinsure on expiry of such Sub-Contract insurances for any reason and/or failure to notify GRAHAM immediately of any change in circumstances affecting any such insurances will be deemed to be grounds for summary termination of the Sub-Contractor's employment under this Sub-Contract. GRAHAM may at its sole discretion effect any of the insurances required by this Sub-Contract on behalf of the Sub-Contractor and deduct the premium so paid from any monies due or becoming due to the Sub-Contractor under the terms of this Sub-Contract or any other sub-contract between GRAHAM and the Sub-Contractor. After completion of the Sub-Contract Works if at any time the Sub-Contractor does not renew his professional indemnity insurance in terms that comply with this Clause 11 for any reason, including the unavailability of such insurance, the Sub-Contractor shall immediately inform GRAHAM.
- (f) The Sub-Contractor shall not do or fail to do anything whether on or off Site, which would or might render voidable any policy of insurance required by this Sub-Contract.

## 12. Commencement and Completion

- (a) The Sub-Contractor shall commence the Sub-Contract Works upon receipt of the Award Letter. The Sub-Contractor shall commence the Site Works within 7 Days of receipt from GRAHAM of a Notice to Commence (or such other period (including any shorter period) as GRAHAM in its absolute discretion shall direct). The Commencement Date shall be the earlier of the date the Sub-Contractor actually commences the Site Works and the date 7 Days after receipt of the Notice to Commence. If the Notice to Commence is received by the Sub-Contractor within the Commencement Window, the Sub-Contractor shall not be entitled to any adjustment to the Sub-Contract Sum nor to any extension of time as a result of the receipt of the Notice to Commence. If the Notice to Commence is received by the Sub-Contractor outside the Commencement Window,

the Sub-Contractor shall, subject to Clause 14, be entitled to an extension of time, but shall not be entitled to any adjustment to the Sub-Contract Sum as a result of the receipt of the Notice to Commence.

- (b) The Sub-Contractor shall carry out and complete the Sub-Contract Works in accordance with the details of the commencement and the period(s) for completion specified in Schedule 4 and reasonably in accordance with the progress of the Main Contract Works.
- (c) The Sub-Contractor shall provide to GRAHAM a labour resource programme setting out to GRAHAM's reasonable satisfaction how it intends to resource the labour element of the Sub-Contract Works. Without prejudice to that obligation, the Sub-Contractor shall also when requested to do so by GRAHAM provide to GRAHAM a programme in line and consistent with any programme under the Main Contract with which the Sub-Contractor has been provided, setting out how it intends to carry out and complete the Sub-Contract Works. Such programme shall be in a format and include such level of detail as is to GRAHAM's reasonable satisfaction. GRAHAM shall be entitled to reject any programme (including any labour resource programme or any revised programme) provided by the Sub-Contractor:
  - (i) which is not in a format or which does not include such level of detail as is to GRAHAM's reasonable satisfaction;
  - (ii) which does not set out to GRAHAM's reasonable satisfaction how the Sub-Contractor intends to comply with the details of the commencement and the period(s) for completion of the Sub-Contract Works set out in Schedule 4;
  - (iii) which is not in line and consistent with any programme under the Main Contract with which the Sub-Contractor has been provided.

If GRAHAM does reject a programme provided by the Sub-Contractor, the Sub-Contractor shall, within 2 Working Days, revise and resubmit the programme to GRAHAM.

- (d) Without prejudice to Clause 6, the Sub-Contractor shall forthwith comply with any instruction from GRAHAM to update and/or revise its programme to reflect the current and/or anticipated progress and completion of the Sub-Contract Works.
- (e) GRAHAM may shorten any relevant period for completion of the Sub-Contract Works or any part of the Sub-Contract Works previously fixed having regard to any Variations to omit works from the Sub-Contract Works.

### **13. Loss and/or expense**

- (a) If in the execution of this Sub-Contract, the Sub-Contractor incurs or it is apparent that the Sub-Contractor will incur direct loss and/or expense for which he would not be reimbursed by a payment under any other provision of this Sub-Contract, because the regular progress of the Sub-Contract Works has been or is likely to be materially affected by a default by GRAHAM, the Sub-Contractor shall make written application to GRAHAM seeking payment of such direct loss and/or expense and giving particulars of the full cause(s) and full details of the direct loss and/or expense incurred or to be incurred.
- (b) The amount of direct loss and/or expense payable by GRAHAM to the Sub-Contractor, if any, shall be determined by GRAHAM and any sum so determined to be payable as direct loss and/or expense shall be added to the Sub-Contract Sum, provided always that the Sub-Contractor shall as a condition precedent to the entitlement to any direct loss and/or expense and without prejudice to Clause 5(c):
  - (i) make his application under Clause 13(a) as soon as possible and in any event not later than 14 Days after it has become, or should reasonably have become apparent to him that the regular progress of the Sub-Contract Works or any part thereof has been or is likely to be affected as aforesaid, and ;
  - (ii) submit to GRAHAM such further information and details within a further 14 Days or such period as otherwise agreed fully to substantiate and particularise the Sub-Contractor's claim for payment of direct loss and/or expense.
- (c) In determining the amount of any direct loss and/or expense under Clause 13(b), GRAHAM shall only be required to have regard to the application made and any further information and details submitted by the Sub-Contractor pursuant to and in accordance with Clause 13(b). The Sub-Contractor's entitlement to any direct loss and/or expense shall be limited to such sum as can properly be determined from the application made and any further information and details submitted by the Sub-Contractor pursuant to and in accordance with Clause 13(b).

- (d) The Sub-Contractor's rights under this Clause 13 shall be the Sub-Contractor's sole entitlement in respect of the matters to which this Clause 13 relates and all common law claims for damages in respect thereof are expressly excluded.

#### **14. Extension of Time**

- (a) As soon as practicable, and in any event not later than 14 days, after it becomes reasonably apparent that the commencement, progress or completion of the Sub-Contract Works is being or is likely to be delayed the Sub-Contractor shall forthwith, and as a condition precedent to the granting of any extension of time, give written notice to GRAHAM of the delay and in the same notice identify the cause or causes giving rise to the delay.
- (b) Within 14 days of the giving of the notice referred to in Clause 14(a), the Sub-Contractor shall give written particulars of the expected effects of each of the delays identified in the Clause 14(a) notice, including an estimate of any expected delay in the completion of the Sub-Contract Works. The provision of these particulars by the Sub-Contractor within 14 days of the notice referred to in Clause 14(a) is a condition precedent to the granting of any extension of time and failure to provide such particulars shall result in the Sub-Contractor not being entitled to any extension of time. The Sub-Contractor shall forthwith notify GRAHAM of any material change to the estimated delay, and shall supply such further information as GRAHAM may at any time reasonably require to ascertain the delay claimed.
- (c) Within a reasonable period after receiving a notice of delay and sufficient particulars and information in respect thereof from the Sub-Contractor, and provided always that the Sub-Contractor has fully complied with the requirements of Clauses 14(a) and 14(b), GRAHAM shall grant a fair and reasonable extension of time to the extent that the cause or causes entitle GRAHAM to an extension of time under the Main Contract, or the cause is or the causes are a Variation or is/are an impediment, prevention or default by GRAHAM or is a suspension of the Sub-Contract Works or any part of them pursuant to Clause 15, provided always that:
  - (i) the Sub-Contractor shall constantly use its best endeavours to prevent delay in the progress of the Sub-Contract Works however caused and to prevent the completion of the Sub-Contract Works being delayed or further delayed; and
  - (ii) the Sub-Contractor shall not be entitled to an extension of time on account of any circumstance arising from any error, omission, negligence or default of the Sub-Contractor or any of its own sub-contractors, suppliers, employees or agents.
- (d) In the event of any default by any statutory undertaker or utility provider, the Sub-Contractor shall, subject to the remainder of this Clause 14 be entitled to an extension of time but shall not be entitled to any adjustment to the Sub-Contract Sum (including, for the avoidance of doubt any adjustment arising from the operation of Clause 13).

#### **15. Suspension of the Sub-Contract Works**

If for whatever reason the Works or any part of them are suspended by the Employer or GRAHAM, GRAHAM will be entitled to suspend the Sub-Contract Works or any part of them for the duration of the suspension of the Works, by giving written notice to the Sub-Contractor, and will not be liable for any loss and/or expense or other costs incurred by the Sub-Contractor as a consequence thereof.

#### **16. Termination of Sub-Contractor's Employment**

- (a) GRAHAM may without prejudice to any other of its rights or remedies summarily terminate the Sub-Contractor's employment under this Sub-Contract in respect of the whole or any part of the Sub-Contract Works if the Sub-Contractor:-
  - (i) fails to proceed diligently with the Sub-Contract Works to the reasonable satisfaction of GRAHAM;
  - (ii) without reasonable cause wholly or substantially suspends the carrying out of the Sub-Contract Works;
  - (iii) fails to comply with Clause 22;
  - (iv) fails to comply with Clause 23;
  - (v) fails upon notice from GRAHAM forthwith to commence making good of any defects, shrinkages, faults or damage to the Sub-Contract Works or fails to proceed with the same or to complete such making good to the satisfaction of GRAHAM;

- (vi) fails to complete the Sub-Contract Works (or any part thereof) by the time or times specified as such time or times may be extended in accordance with this Sub-Contract;
- (vii) becomes Insolvent;
- (viii) fails, having been given at least seven days' notice in writing from GRAHAM of any breach by the Sub-Contractor of this Sub-Contract, to remedy such breach.
- (ix) fails to take out and/or maintain the insurances which the Sub-Contractor is required by this Sub-Contract to take out and maintain and/or fails to notify GRAHAM of any change in circumstances affecting his insurances or otherwise fails to comply with the provisions of Clause 11 and/or Schedule 5C;
- (x) commits any material breach of the terms of the Sub-Contract;
- (xi) causes GRAHAM to be or materially contributes to Graham being in breach of the Main Contract;
- (xii) fails to comply with Clause 22A;
- (xiii) fails to comply with Clause 22B;
- (xiv) fails to comply with Clause 22C.

#### **17. Provisions in case of Termination**

Upon termination of the Sub-Contractor's employment under Clause 16, the Sub-Contractor shall not be entitled to any compensation (including loss of profit, loss of business or other consequential or indirect loss) and shall when required to do so (but not before) and subject to Clause 17B, remove any of its equipment, materials or property from the Site. Notwithstanding any other provision of this Sub-Contract the Sub-Contractor shall be entitled to no further payment until completion of the Sub-Contract Works by GRAHAM or by others, and GRAHAM has ascertained the additional costs, charges and expenses so incurred in completing the Sub-Contract Works (including a reasonable sum by way of overhead charges and supervision) and any other losses and liabilities incurred by GRAHAM as a result of the termination (the "**Termination Costs**"). GRAHAM shall become entitled to set off the Termination Costs together with any other sums due to GRAHAM under this or any other sub-contract between the parties against any monies due or to become due on any account whatsoever to the Sub-Contractor and so far as not satisfied by any such set off the Termination Costs and any such other sums due to Graham shall be payable by the Sub-Contractor to GRAHAM forthwith, without prejudice to any other claim or right of action which GRAHAM may have against the Sub-Contractor.

#### **17A Termination at Will**

- (a) Without prejudice and in addition to the rights available to the GRAHAM under Clause 17, GRAHAM may at any time by written notice to the Sub-Contractor forthwith terminate the Sub-Contractor's employment under the Sub-Contract and thereupon the Sub-Contractor shall, subject to Clause 17B with all reasonable speed remove its equipment, materials and property from the Site.
- (b) Upon termination of the Sub-Contractor's employment under this Clause 17A, subject to sub-clause (c) of this Clause 17A, the Sub-Contractor shall be entitled to be paid the proper value (such valuation carried out in accordance with the terms of this Sub-Contract) of all work properly done by the Sub-Contractor and of all materials properly brought and left on the Site by the Sub-Contractor, together with his reasonable costs of removing his equipment, materials and property from the Site, but less such sums as the Sub-Contractor has already been paid by GRAHAM prior to such termination. Furthermore if at the date of such termination the Sub-Contractor has properly prepared or fabricated off Site any goods for subsequent incorporation into the Sub-Contract Works and he delivers such goods to the Site or to such other place as GRAHAM may reasonably direct, then he shall be paid for such goods as if they were materials properly brought and left on the Site by him.
- (c) Without prejudice to any rights available to GRAHAM at common law, GRAHAM shall be entitled to set-off against any sums payable under Clause 17A(b) any sums due to GRAHAM under this or any other sub-contract between the parties and so far as not satisfied by any such set-off such sums shall be payable by the Sub-Contractor to GRAHAM forthwith.

- (d) Save as set out in Clause 17A(b), the Sub-Contractor shall not be entitled to any compensation (including loss of profit, loss of business or other consequential or indirect loss) or any other costs, losses, damages or payment in the event of the termination of its employment under this Clause 17A.

**17B Property in materials and plant**

- (a) Where it is provided by the Main Contract that the property in any of the Sub-Contractor's equipment, materials or property whatsoever shall in certain circumstances vest in the Employer or revert in GRAHAM, then in so far as such Sub-Contractor's equipment, materials or property are to be provided by the Sub-Contractor in connection with the Sub-Contract Works, the property therein shall pass from the Sub-Contractor to GRAHAM immediately before it is due to vest in the Employer in pursuance of the Main Contract and shall re-pass from GRAHAM to the Sub-Contractor immediately after it has reverted in GRAHAM in pursuance of the Main Contract.
- (b) Without prejudice to the generality of Clause 4, the Sub-Contractor shall comply with the requirements of the Main Contract as to the bringing on to and removal from the Site of Sub-Contractor's equipment, materials and property and in so far as any items thereof are hired by the Sub-Contractor, he shall comply with all the requirements of the Main Contract as to the terms of such hirings and as to the giving of information and certificates in relation thereto.
- (c) GRAHAM shall be entitled to take possession of and assert ownership of materials, plant or equipment delivered to the Site for incorporation in the Sub-Contract Works immediately upon arrival on the Site, but such transfer of ownership shall be without prejudice to the Sub-Contractor's obligations under Clause 7(a).

**18. Price and Payment**

- (a) The Sub-Contractor shall be deemed to have satisfied itself before entering into the Sub-Contract as to the correctness and sufficiency of the Sub-Contract Sum to cover all the Sub-Contractor's obligations under and in relation to the Sub-Contract and all matters and things necessary for the proper execution of the Sub-Contract Works.
- (b) Save where and to the extent that it is stated in Schedule 5 that the Sub-Contract is subject to re-measurement, the Sub-Contract Sum is a lump sum fixed price which shall not be adjusted by reason of any failure to prepare the Pricing Document in accordance with the Method of Measurement or any error in description or in quantity or any omission of items in the Pricing Document.
- (c) Where and to the extent that it is stated in Schedule 5 that this Sub-Contract is subject to re-measurement, the Pricing Document shall be deemed to have been prepared in accordance with the Method of Measurement (save to the extent it is stated to the contrary in the Pricing Document). If in relation to any part of the Sub-Contract Works there is any departure from the Method or Measurement (other than a departure stated in the Pricing Document as applying) or any error in description or in quantity or any omission of items in the Pricing Document, such departure, error or omission shall not vitiate this Sub-Contract but shall be corrected. Such correction shall not be treated as a Variation unless GRAHAM instructs otherwise.
- (d) Each application for payment, made under Clause 18(e), which in accordance with Schedule 11 shall not be a VAT invoice, shall show (as a minimum) adequate details of and shall be accompanied by necessary vouching of the sums payable to the Sub-Contractor, which sums shall comprise:
  - (i) the value of all work properly done under this Sub-Contract (including detailed measurements to support quantities included in the application);
  - (ii) the value of all Variations instructed in accordance with Clause 5;
  - (iii) the value of all materials delivered to the Site for incorporation in the Sub-Contract Works (if applicable) provided that GRAHAM is satisfied that property to such materials vests in the Sub-Contractor and provided that GRAHAM is satisfied that such materials have not been delivered to the Site prematurely having regard to the progress of the Sub-Contract Works; and
  - (iv) any other amount to which the Sub-Contractor is entitled to be paid under the terms of this Sub-Contract;

and shall also detail the sums to be deducted from the sums payable to the Sub-Contractor being:

- (v) any GRAHAM discounts and retention under Clause 18A;
- (vi) any other amount which GRAHAM is entitled to deduct, set-off or withhold under the terms of this Sub-Contract; and
- (vii) the payments previously made under this Clause (a statement of which will be included in the application for payment)

and shall be submitted by the Sub-Contractor through the GRAHAM online portal for the submission and administration for applications for payment (the "**Payment Portal**"). Any application for payment submitted by any means other than through the Payment Portal shall not be a valid application for payment for the purposes of this Sub-Contract. Any application submitted after the relevant Sub-Contractor Interim Application for Payment Date need not be considered by GRAHAM until the next Sub-Contractor Interim Application for Payment Date and no sum shall become due or payable to the Sub-Contractor in respect of any such late application until the due date and the final date for payment specified in Schedule 12 in relation to the next Sub-Contractor Interim Application for Payment Date.

- (e) Provided that the Sub-Contractor has submitted an application for payment as permitted in accordance with Clause 18(h) and containing the information required by Clause 18(d) and subject to the Sub-Contractor having complied fully with his obligations under Chapter 3 of Part 3 of the Finance Act 2004 and Income Tax (Construction Industry Scheme) Regulations 2005 (SI2005/2045) as amended from time to time and any regulations made from time to time thereunder, payment of the sum properly due in respect of the application will be made by GRAHAM to the Sub-Contractor. The due date and the final date for payment in respect of each such application shall be the dates so specified in Schedule 12 in relation to the relevant Sub-Contractor Interim Application for Payment Date.
- (f) In the event that the final Sub-Contractor Interim Application for Payment Date specified in Schedule 12 occurs prior to expiry of the period during which the Sub-Contractor is entitled to make applications for interim payment under Clause 18(e), the Sub-Contractor may request through the Payment Portal the ability to make additional applications for interim payment under Clause 18(e), which request may be granted or refused by GRAHAM in its absolute discretion. Should such a request be granted, additional Sub-Contractor Interim Application for Payment Dates shall be deemed to be added to Schedule 12 as necessary, and the terms of Clauses 18(d) and 18(e) shall apply mutatis mutandis in respect of any application for interim payment made on or prior to any additional Sub-Contractor Interim Application for Payment Date that may be deemed under this Clause 18(f) to be added to Schedule 12 save that the relevant due date for payment and the relevant final date for payment shall be as generated by the Payment Portal.
- (g) In the event and to the extent that Schedule 12 does not specify Sub-Contractor Interim Application for Payment Dates and/or the due dates and final dates for payment following upon such Sub-Contractor Interim Application Dates, the relevant Sub-Contractor Interim Application for Payment Dates, and the due dates and final dates for payment shall be ascertained as follows:
  - (i) a Sub-Contractor Interim Application for Payment Date shall occur on the twenty fifth day of each month during the period specified in Clause 18(h);
  - (ii) the due date for payment following each Sub-Contractor Interim Application for Payment Date shall be as generated by the Payment Portal. In the event that the Payment Portal does not generate such a date or dates, then the due date for payment following each Sub-Contractor Interim Application for Payment Date shall be 21 Days after such Sub-Contractor Interim Application for Payment Date; and
  - (iii) the final date for payment following each Sub-Contractor Interim Application for Payment Date shall be as generated by the Payment Portal. In the event that the Payment Portal does not generate such a date or dates, then the final date for payment following each Sub-Contractor Interim Application for Payment Date shall be 42 Days after the relevant due date.
- (h) Applications for interim payment in accordance with this Clause 18 may be made by the Sub-Contractor on each Sub-Contractor Interim Application for Payment Date up to and including the month following the completion of the Sub-Contract Works. Thereafter payment to the Sub-Contractor shall be made as and when further amounts are assessed as due to the Sub-Contractor by GRAHAM, provided that GRAHAM shall not be required to make any payment within one calendar month of having made a previous payment to the Sub-Contractor.

- (i) No Sub-Contract Works shall be carried out or valued on a dayworks basis.
- (j) Notwithstanding any other provision of this Sub-Contract, GRAHAM shall not be required to make any payment to the Sub-Contractor where the Employer or any other person from whom payment is due under the Main Contract (directly or indirectly) has not made payment to GRAHAM by reason of that person being Insolvent.
- (k) Whenever under this Sub-Contract or any other contract or howsoever arising, any sum of money shall be recoverable from or payable by the Sub-Contractor to GRAHAM, that sum may (subject to the requirements of whichever of Section 111(3) of the Act or Article 10(3) of the Order shall apply to this Sub-Contract) be deducted from any sum then due or which thereafter may become due to the Sub-Contractor under this Sub-Contract or any other contract with GRAHAM. Exercise by GRAHAM of its rights under this sub-clause shall be without prejudice to any other rights or remedies available to GRAHAM under this Sub-Contract, or otherwise howsoever, at law or in equity.
- (l) Payment of sums by GRAHAM under this Clause shall not be held to signify approval by GRAHAM of the whole or any part of the Sub-Contract Works executed nor shall any final payment prejudice any claim GRAHAM may have in respect of any defects in the Sub-Contract Works whenever such defects may appear.
- (m) In the event and from the date that the Sub-Contractor becomes Insolvent, whether or not GRAHAM has terminated the Sub-Contractor's employment under Clause 16, no further sum shall become due to the Sub-Contractor under this Sub-Contract other than any amount that may become due to the Sub-Contractor under Clause 17 and GRAHAM need not pay any sum that has already become due either:
  - (i) insofar as GRAHAM has given or gives a Pay Less Notice under either Clause 19(c) or Clause 20(d); or
  - (ii) if the Sub-Contractor, after the last date upon which such notice could have been given by GRAHAM in respect of that sum, has become Insolvent.

#### **18A Retention**

The retention which GRAHAM may deduct and retain shall be such percentage of the total value of sums payable to the Sub-Contractor under this Sub-Contract as is permitted by the following rules

- (i) the retention percentage shall be the percentage rate specified in Schedule 5 or in default of such percentage rate being so specified, shall be 5%;
- (ii) any retention shall be released on the Retention Release Dates.

#### **19 Payment Notices**

- (a) GRAHAM shall on the date specified in Schedule 12 and/or as generated by the Payment Portal in accordance with Clause 18 (f) and Clause 18 (g), and in any event not later than 5 days after the due date of the relevant payment, give a Payer Notice to the Sub-Contractor specifying the amount GRAHAM considers to be or to have been due at the due date (and specifying the basis on which that amount is calculated).
- (b) The Notified Sum shall be the amount stated in the notice given by GRAHAM pursuant to Clause 19(a) or in default of such notice, in the interim payment application submitted by the Sub-Contractor on or before the relevant Sub-Contractor Interim Application for Payment Date.
- (c) If GRAHAM intends to pay less than the Notified Sum GRAHAM shall give a Pay Less Notice to the Sub-Contractor, notifying its intention to pay less than the Notified Sum, not later than one day prior to the final date for payment of such Notified Sum. The Pay Less Notice shall specify the amount GRAHAM considers to be due on the date the Pay Less Notice is served and the basis upon which that amount is calculated.
- (d) The notices required to be served under this Clause 19 shall be served even if the amount referred to in them is zero.

## 20. Final Statement of Account and Final Payment

- (a) The Sub-Contractor shall submit a final statement of account within twelve weeks following completion of the Sub-Contract Works. The final statement of account shall not be treated as having been submitted by the Sub-Contractor unless and until the Sub-Contractor receives from GRAHAM a written acknowledgement of receipt of the final statement of account. The statement shall be supported by all necessary documentation to verify the amount claimed. Upon GRAHAM's receipt of the Sub-Contractor's final statement of account GRAHAM is entitled to a period of 6 months or such longer period as may be agreed by GRAHAM and the Sub-Contractor (the "**Final Account Agreement Period**"), which starts on the account receipt date, to prepare and issue to the Sub-Contractor its own final statement of the Sub-Contractor's account and to seek to agree with the Sub-Contractor the final payment due to the Sub-Contractor under the Sub-Contract. During the Final Account Agreement Period, GRAHAM may ask for any further details and information from the Sub-Contractor to verify the amount claimed, including if necessary, asking the Sub-Contractor to attend a meeting or meetings to discuss the final account. For the avoidance of doubt, where following receipt of the Sub-Contractor's final statement of account, GRAHAM issues further Payer Notices under Clause 19(a), such Payer Notices together with the Payer Notices issued by GRAHAM prior to receipt of the Sub-Contractor's final statement of account, shall together be deemed to be GRAHAM's statement of the final account issued under this Clause 20(a).
- (b) In the event that GRAHAM and the Sub-Contractor fail to reach agreement on the final payment within the Final Account Agreement Period, then unless the Sub-Contractor commences adjudication or arbitration proceedings within 1 month (or such longer period as may otherwise be agreed between GRAHAM and the Sub-Contractor) of the expiry of the Final Account Agreement Period the statement of the Sub-Contractor's final account issued by GRAHAM under Clause 20(a) shall be final and binding for the purpose of determining the final payment due and payable to the Sub-Contractor.
- (c) The due date for the final payment to the Sub-Contractor shall be 2 months after the later of (i) the last Retention Release Date and (ii) the expiry of the Final Account Agreement Period. The final date for payment of the final payment shall be 28 days from the due date of that payment.
- (d) Any Pay Less Notice in respect of the final payment shall be served no later than one day prior to the final date for payment of the final payment. Such Pay Less Notice shall specify the amount GRAHAM considers to be due on the date the Pay Less Notice is served and the basis upon which that amount is calculated. The Pay Less Notice shall be served even if the amount referred to in it is zero.
- (e) Neither the issue of the Sub-Contractor's final statement of account, nor the issue by GRAHAM of its own statement of the Sub-Contractor's final account, nor the agreement by GRAHAM and the Sub-Contractor of the final payment, nor any determination of the final payment following adjudication or arbitration proceedings, nor the making of the final payment, shall be conclusive evidence that any part of the Sub-Contract Works or any materials or goods or any design provided or carried out by or on behalf of the Sub-Contractor is in accordance with the Sub-Contract.

## 21. Removal of Rubbish etc.

The Sub-Contractor shall continually during the course of the Sub-Contract Works, and as required by GRAHAM, remove all rubbish, surplus materials and waste arising from the Sub-Contract Works and, on completion of the Sub-Contract Works or early termination of the Sub-Contractor's employment under the Sub-Contract, shall leave the Sub-Contract Works and the Site, or that part thereof which has been used or occupied by the Sub-Contractor, its employees and its sub-contractors, clean and tidy and clear from all rubbish, surplus materials and waste, to the satisfaction of GRAHAM. If the Sub-Contractor fails to comply with this Clause 21 GRAHAM reserves the right to make arrangements to have such rubbish and / or surplus materials and waste removed from the Site by others and to deduct the costs of so doing from any monies due or becoming due to the Sub-Contractor

## 22. Safety Health and Welfare

The Sub-Contractor shall comply with all requirements of GRAHAM on matters affecting the safe conduct of work on the Site and all statutes, bye laws and regulations affecting the Sub-Contract Works and the carrying out thereof.

## **22A. Eligibility of workforce to work in the United Kingdom**

- (a) The Sub-Contractor has responsibilities as an employer in the UK to prevent illegal working. It is illegal to employ a person aged 16 or over who is subject to immigration control, unless the Sub-Contractor can confirm their right to work.
- (b) The Sub-Contractor shall establish a person's right to employment before they begin work. The Sub-Contractor shall ask all of its potential employees to provide the documents which are specified in Schedule 17, check them in the presence of the holder and ensure that they retain a clear copy of these documents, and make a record of the date of the check. The Sub-Contractor shall also provide this (or any other documentation required) to GRAHAM for the purposes of the Client or Home Office review should this be required.
- (c) The Sub-Contractor shall highlight to GRAHAM, as soon as it becomes aware if there are any issues with the individual's right to work in the UK.
- (d) The Sub-Contractor shall ensure that its supply chain partners comply with the relevant legislative requirements in respect of obtaining the necessary eligibility to work in the UK documents. and shall ensure that both it, and its supply chain partners complete and sign the declaration contained at Schedule 18 and provide this to GRAHAM once completed.

## **22B. Bribery Act 2010**

- (a) In performing its obligations under the Sub-Contract, the Sub-Contractor shall, and shall procure that each member of its Group (as defined pursuant to the Companies Act 2006) shall, comply with the Bribery Act 2010.
- (b) GRAHAM may terminate the agreement with immediate effect by giving written notice to the Sub-Contractor if the Sub-Contractor commits a breach of Clause 22B (a).

## **22C. Modern Slavery Act 2015**

- (a) In performing its obligations under the Sub-Contract, the Sub-Contractor shall, and shall procure that each member of its Group (as defined pursuant to the Companies Act 2006) shall, comply with the Modern Slavery Act 2015.
- (b) GRAHAM may terminate the agreement with immediate effect by giving written notice to the Sub-Contractor if the Sub-Contractor commits a breach of Clause 22C (a).

## **23. Assignment and Subletting**

- (a) The Sub-Contractor shall not assign the benefit of this Sub-Contract without the prior written consent of GRAHAM.
- (b) The Sub-Contractor shall not sublet the whole or any part of the Sub-Contract Works without the prior written consent of GRAHAM both to the subletting and to the identity of the proposed sub-sub-contractor.
- (c) GRAHAM shall in its absolute discretion be entitled to refuse to give consent under this Clause 23.

## **24. Further drawings, details and instructions**

GRAHAM shall from time to time, without charge to the Sub-Contractor provide him with such further drawings or details as are reasonably necessary to explain and exemplify the information contained in the Sub-Contract Documents and issue such directions as are necessary to enable the Sub-Contractor to carry out and complete the Sub-Contract Works in accordance with the Sub-Contract. GRAHAM shall not be liable for any delay or disruption to the Sub-Contract Works arising from any failure to provide or delay in providing such further drawings, details and/or directions save where the Sub-Contractor has given written notice to GRAHAM sufficiently in advance of the Sub-Contractor's requirement for such further drawings, details and/or directions of the date when such drawings, details and/or directions are needed to avoid delay or disruption to the Sub-Contract Works.

## **25. Disputes**

- (a) Either party may refer a dispute or difference arising under this Sub-Contract to adjudication at any time, and the Scheme shall apply to any such adjudication. For the purposes of the Scheme the Adjudicator shall be the person (if any) specified in the Main Contract and the nominating body shall be that specified in the Main Contract (if any), in relation to the referral of disputes under the Main Contract to adjudication.

- (b) Save for any proceedings commenced during and in connection with the conduct of an adjudication, neither party shall commence any proceedings in any court for determination of any dispute or difference unless that dispute or difference has first been decided by an Adjudicator appointed pursuant to Clause 25(a). Any such court proceedings that are commenced shall be commenced within 4 weeks of the notification of the Adjudicator's decision.

## **26. Confidentiality and Intellectual Property Rights ("IPR")**

- (a) All information (including without limitation, specifications and drawings) obtained by the Sub-Contractor in connection with the Sub-Contract Works shall be kept confidential and shall not be disclosed by the Sub-Contractor without the permission of GRAHAM save where such disclosure is necessary to effect the execution of the Sub-Contract Works or is required by law.
- (b) Insofar as the Sub-Contractor produces designs or documentation in respect of which the Sub-Contractor or anyone for whom the Sub-Contractor is responsible has IPR, the Sub-Contractor warrants that GRAHAM may use those designs or that documentation for any purpose required under the Main Contract without infringing the IPR of the Sub-Contractor or any third party.
- (c) The Sub-Contractor grants to GRAHAM with immediate effect, an irrevocable, non-exclusive, royalty-free licence to copy and make full use of any material (including all designs, drawings, plans, details and specifications) prepared by or on behalf of the Sub-Contractor for any purpose relating to the Sub-Contract Works. Such licence shall include the right to grant sub-licences.

## **27. Guarantees**

- (a) All guarantees or extended guarantees normally available in respect of any product forming part of the Sub-Contract Works or otherwise required by this Sub-Contract to be obtained by the Sub-Contractor shall be obtained by the Sub-Contractor and forwarded to GRAHAM or to any other person that GRAHAM shall instruct such that the benefits thereunder are enjoyed by GRAHAM or such other person as the case may be.
- (b) All guarantees or extended guarantees which the Sub-Contractor shall obtain in respect of any product forming part of the Sub-Contract Works shall not come into effect until after the expiration of the defects period referred to in Clause 7(b) and the making good of all defects which appeared within that defects period.
- (c) In the case of any guarantees or extended guarantees relating to any lift, electrical, mechanical or other similar works, the guarantees or extended guarantees are to make allowance for any period of beneficial use of the equipment and components up to the date of the appropriate completion certificate for the Works under the Main Contract, which includes the Sub-Contract Works.

## **28. Law and Jurisdiction**

This Sub-Contract is subject to the law of the country and the jurisdiction of the courts specified in Schedule 5.

## **29. Notices**

- (a) Any notice or application for payment or final statement of account given under or in connection with this Sub-Contract shall be regarded as properly served when:
  - (i) in the case of a notice or final statement of account to the Sub-Contractor it is delivered by hand or by post to the Sub-Contractor at his address as herein set out;
  - (ii) in the case of a notice to GRAHAM, it is delivered by hand or by post to GRAHAM at its registered office
  - (iii) in the case of an application for payment or final statement of account to GRAHAM it is submitted through the Payment Portal; and
  - (iv) in the case of a Payer Notice or a Pay Less Notice or a notice pursuant to Clause 12(a), such notice is sent to the Sub-Contractor by email

- (b) Save for those outlined at Clause 29(a) above, any notice given to a party under or in connection with this contract shall be in writing and shall be:
  - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
  - (ii) sent by fax to its main fax number.
- (c) Save for those outlined at Clause 29(a) above, any notice or communication shall be deemed to have been received:
  - (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
  - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service.
  - (iii) if sent by fax, at 9.00 am on the next Working Day after transmission.
- (d) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. Except where expressly stated otherwise, for the purposes of this clause, "writing" shall not include e-mail.

### **30. Waiver**

GRAHAM's failure to insist upon the strict performance of any provision of this Sub-Contract, or to exercise any of its rights or remedies under this Sub-Contract, does not constitute a waiver of those rights, and does not dilute the obligations established by this Sub-Contract. No waiver by GRAHAM of any of the provisions of this Sub-Contract is effective unless expressly stated to be a waiver and communicated to the Sub-Contractor in writing.

**LIST OF ATTACHED SCHEDULES**

SCHEDULE 1	Amendments to the Sub-Contract Conditions and Post Tender Correspondence	<input checked="" type="checkbox"/>
SCHEDULE 2	Main Contract Details	<input checked="" type="checkbox"/>
SCHEDULE 3	The Sub-Contract Works	<input checked="" type="checkbox"/>
SCHEDULE 4	Period(s) for Completion	<input checked="" type="checkbox"/>
SCHEDULE 5	Price of the Sub-Contract Works, Terms of Payment and Insurances	<input checked="" type="checkbox"/>
SCHEDULE 6	Pricing Document (BoQ/Activity Schedule/Milestone Schedule)*	<input checked="" type="checkbox"/>
SCHEDULE 7	Tender Enquiry Document	<input checked="" type="checkbox"/>
SCHEDULE 8	Sub-contract Negotiation Meeting Minutes	<input checked="" type="checkbox"/>
SCHEDULE 9	Specifications & Drawings	<input checked="" type="checkbox"/>
SCHEDULE 10	Graham Construction Rules & Expectations	<input checked="" type="checkbox"/>
SCHEDULE 11	VAT Self Billing Agreement	<input checked="" type="checkbox"/>
SCHEDULE 12	Valuation Date Schedule	<input checked="" type="checkbox"/>
SCHEDULE 13	Collateral Warranty	<input type="checkbox"/>
SCHEDULE 14	Contract Guarantee Bond	<input type="checkbox"/>
SCHEDULE 15	Parent Company Guarantee	<input type="checkbox"/>
SCHEDULE 16	Design Supplement	<input checked="" type="checkbox"/>
SCHEDULE 17	Documents to be provided by Sub-Contractor in respect of prospective employees	<input checked="" type="checkbox"/>
SCHEDULE 18	Declaration that workforce employed by Sub-Contractor satisfies all requirements in respect of eligibility to work in the United Kingdom	<input checked="" type="checkbox"/>
SCHEDULE 19	Payment Portal Quick Start Guide	<input type="checkbox"/>
SCHEDULE 20		<input type="checkbox"/>

\* - Select as appropriate

Schedule 1:

LADs capped at 20% of the agreed Sub-Contract value 5% Weekly.

**SCHEDULE 2 – MAIN CONTRACT DETAILS**

The Employer under the Main Contract is: Queens University Belfast

The Architect/Contract Administrator is: AECOM Limited

The Principal Designer is: RPP Architects

The Principal Contractor is: John Graham Construction Limited

The Main Contract Conditions are\*.JCT 2016 Design and Build Subcontract

The Standard Main Contract Conditions have been amended YES (If Yes, a copy of amended clauses annexed hereto).

A copy of the Main Contract Particulars is also available for inspection or on request

In addition, the following Main Contract documents are of relevance and the Sub-Contractor has had a copy or a reasonable opportunity to inspect the following; (*list the relevant Main Contract docs*).

\* Complete with full reference

## SCHEDULE OF AMENDMENTS

### CONDITIONS

#### 1. CLAUSE 1.1

##### 1.1 Amend these definitions:

1.1.1 Agreement: add to the end of the definition, before the full stop:

" , each as amended by the **Schedule of Amendments**".

1.1.2 Article: add to the end of the definition, before the full stop:

" , as amended by the **Schedule of Amendments**".

1.1.3 Conditions: add to the end of the definition, before the full stop:

" , each as amended by the **Schedule of Amendments**".

1.1.4 Consultant: delete the existing definition text and replace with:

"a professional consultant named or identified in Part 1 of Schedule 4 to the Schedule of Amendments, originally appointed by the Employer or appointed by the Contractor on terms approved by the Employer, and any replacement of a Consultant."

1.1.5 Contract Particulars: add to the end of the definition, before the full stop:

" , all as amended (if applicable) by the **Schedule of Amendments**".

1.1.6 Statutory Undertaker: delete the existing definition and replace with:

"any person executing work solely in pursuance of its statutory obligations including any persons employed, engaged or authorised by such person upon or in connection with that work."

1.1.7 Purchaser: delete these words from the definition: "named or otherwise sufficiently..." to "...Rights Particulars" (inclusive).

1.1.8 Tenant: delete these words from the definition: "named or otherwise sufficiently..." to "...Rights Particulars" (inclusive).

##### 1.2 Add these definitions:

"Beneficiary: Purchaser and/or a Tenant "

"Construction Products Regulations: the Construction Products Regulations 2013 (*SI/2013/1387*) and the Construction Products Regulation (*305/2011/EU*) and the Construction Products Regulations 1991 (*SI 1991/1620*) and the Construction Products Directive (*89/109/EC*)."

"Deleterious: any materials, equipment, products or kits that are generally accepted, or generally suspected, in the construction industry at the time of specification and/or use as:

- (a) posing a threat to the health and safety of any person or
- (b) posing a threat to the structural stability, performance or physical integrity of the Works or any part or component of the Works or
- (c) reducing, or possibly reducing, the normal life expectancy of the Project or any part or component of the Works or
- (d) not being in accordance with any relevant British Standard, relevant code of practice, good building practice or
- (e) do not comply with or are not in accordance with the recommendations of the Guidance "Good Practice in the Selection of Construction Materials 2011" published by the British Council of Offices and the BRE Digest (or any updated versions of the Guidance or Digest)
- (f) having been supplied or placed on the market in breach of the Construction Products Regulations"

"Development Company: a company incorporated by the Employer in order to develop its own land and then supply the completed developments."

"GRAHAM Standard Form of Sub-Contract: the form of sub-contract included at

[A4. Contractor's Proposals](#)

"Key Sub-contractor: a sub-contractor named or identified in Part 1 of Schedule 5 to the Schedule of Amendments and any replacement of a Key Sub-contractor."

"Material: all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Works (and completed Works) and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Works"

"Permitted Uses: the tendering, re-tendering, design, construction, completion, reconstruction, modification, refurbishment, development, maintenance, facilities management, funding, disposal letting, fitting-out, advertisement, decommissioning, demolition, reinstatement, building information modelling and repair of the Works (and the completed Works), whether or not those Works are carried out by the Contractor"

Schedule of Derogations: the schedule of derogations agreed between the Parties and included at

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"Standard of Care: all the reasonable skill, care and diligence to be expected of a qualified and experienced professional consultant of the relevant discipline undertaking the design of works similar in size, scope, complexity and character to the Works."

"Third Party Agreements: the extracts from agreements between the Employer and third parties, which may affect the Works, attached at Schedule 6 to the Schedule of Amendments, as supplemented by any instruction from the Employer referred to in clause 5.1."

1.3 Delete these definitions:

1.3.1 Employer Rights;

1.3.2 Fluctuation Provision;

1.3.3 Funder Rights;

1.3.4 P&T Rights; and

1.3.5 Rights Particulars.

## 2. **CLAUSE 1.3**

2.1 In clause 1.3:

After "other Contract Document" delete: "or any Framework Agreement," and after "irrespective of" delete "their" and replace with:

"its"; and

After "override or modify" add:

"the Schedule of Amendments, " and

at the end of the clause, after the full stop, add:

"Following execution and completion of this Agreement (incorporating the Schedule of Amendments) by the Parties, nothing contained in the pre-construction agreement entered into by the Parties on 4 May 2024 (as subsequently amended on 22 April 2024 and 2 August 2024) (the "PCSA") shall override or modify the Schedule of Amendments, the Agreement or these Conditions. Any works or services performed by the Contractor prior to the date of this Agreement under such PCSA are deemed to have been performed under and subject to the terms of this Contract and amounts paid under the PCSA are to be treated as having been paid on account of the Contract Sum."

## 3. **CLAUSE 1.3A**

3.1 Insert a new clause 1.3A as follows:

"Notwithstanding any other provision, where there is a discrepancy between the Employers Requirements and the Schedule of Derogations, the Schedule of Derogations shall prevail. If there is any discrepancy in or between any of the documents forming part of the Employer's Requirements and the Schedule of Derogations, the Contractor shall inform the Employer of his proposals for resolving

the discrepancy, and with the Employer's consent (which shall not be unreasonably withheld or delayed) the discrepancy shall be dealt with by the Contractor in accordance with such proposals..

**4. CLAUSE 1.4**

4.1 In clause 1.4.5:

Delete "a statute, statutory instrument or other" and replace with:

"legislation or a legislative provision or"

After "subordinate legislation" add:

"made under that legislation or legislative provision".

4.2 Insert new clause 1.4.7:

"1.4.7 References to the "reverse charge applying" (or similar) mean any case where the recipient of a supply for VAT purposes, or a member of a VAT group of which the recipient of the supply is a member, is required to account to the relevant tax authority for the VAT chargeable in respect of the supply."

**5. CLAUSE 1.6**

5.1 Delete clause 1.6, but not its heading, and replace with:

"Other than any rights as take effect pursuant to section 7 of these Conditions, nothing in this Contract confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it."

**6. CLAUSE 1.10**

6.1 Delete from the end of the clause:

"except in the case of either Party's" to "whom it is sought" (inclusive).

Add to the end of the clause:

"Notwithstanding any other provision of this Contract, the term **approval**, when used in the context of any approval to be given by the Employer or the Employer's Agent, shall have the meaning 'acceptance of general principles only', and no such approval or any consent given by the Employer or the Employer's Agent nor any inspection of, or failure to inspect, the Works shall diminish or relieve the Contractor from any of his obligations or liabilities under this Contract."

**7. CLAUSE 1.11**

7.1 Delete clause 1.11, including its title, and replace with:

**"Interest on late payment**

1.11 Subject to clause 4.9.6:

.1 where any amount payable by one Party to the other Party becomes overdue, that Party shall, in addition to any unpaid amount that should properly have been paid,

pay the other Party simple interest on that amount at the Interest Rate for the period from when payment became overdue until payment is made;

.2 acceptance of a payment of interest under this clause 1.11 shall not in any circumstances be construed as a waiver either of any right to proper payment of the principal amount due or to suspend performance under clause 4.11 or to terminate the Contractor's employment under section 8; and

.3 interest under this clause 1.11 shall be a debt due from the payer to the other Party."

**8. CLAUSE 2.1**

8.1 Delete sub-clause 2.1.2 and replace with:

"Number not used."

**9. CLAUSE 2.2**

9.1 In sub-clause 2.2.1, after "so far as procurable, be" add:

"of satisfactory quality and"

9.2 Add a new sub-clause 2.2.6:

"The Contractor shall not specify or use anything in the Works, which, at the time of specification or use, is Deleterious."

9.3 Add a new sub-clause 2.2.7:

"Without prejudice to clause 2.2.6, the Contractor shall not suffer or permit the use in the Works of anything, which, at the time of use, is Deleterious. The Contractor shall immediately notify the Employer if he becomes aware of any such use."

**10. CLAUSE 2.7**

10.1 At the start of sub-clause 2.7.1, delete "The" and replace with:

"Unless the Employer has supplied the Contractor with one original executed and completed part of this Contract (incorporating the Schedule of Amendments and the Contract Documents), the"

10.2 In sub-clause 2.7.2, after "provide him with" add:

"one original executed and completed part of this Contract (incorporating the Schedule of Amendments and the Contract Documents) or"

10.3 In sub-clause 2.7.4, after sub-clause 2.7.4.2, after "save that the Employer may" add:

"use any documents supplied by the Contractor in accordance with clause 2.38 and".

**11. CLAUSE 2.8**

11.1 Delete from the start of clause 2.8: "Save for any" to "Contractor's Proposals, the" (inclusive) and replace with:

"The"

**12. CLAUSE 2.11**

12.1 Delete clause 2.11 and its heading and replace with:

"Number not used."

**13. CLAUSE 2.12**

13.1 Delete clause 2.12 and its heading and replace with:

"Number not used."

**14. CLAUSE 2.13**

14.1 Delete the opening paragraph of the clause (before sub-clause 2.13.1) and replace with:

"If the Contractor becomes aware of any inadequacy, discrepancy or divergence in or between the following, namely:"

**15. CLAUSE 2.14**

15.1 Delete clause 2.14 and replace with:

"2.14.1 Where there is a discrepancy within the Employer's Requirements or the Contractor's Proposal's and/or other Contractor's Design Documents (including any non-compliance with the Statutory Requirements, and including a discrepancy that results from a Change), or a divergence between the Employer's Requirements and the Contractor's Proposals and/or other Contractor's Design Documents (including a divergence that results from a Change), the Contractor shall notify the Employer of the discrepancy or divergence and of its proposed amendments to correct or remove it (as the case may be). Subject always to compliance with the Statutory Requirements, the Employer shall decide between the discrepant or divergent items (as the case may be) or otherwise may accept the Contractor's proposed amendments or decide how the discrepancy or divergence shall be dealt with. The Contractor shall be obliged to comply with the decision or acceptance by the Employer without any adjustment of the Contract Sum or extension of time for completion and without affecting in any way or to any degree the responsibility of the Contractor under this Contract.

2.14.2 For the purposes of this clause 2.14, where any such discrepancy and/or divergence arises as a result of a Change and was not or should not have been reasonably apparent to the Contractor (exercising the Standard of Care) at the time such Change arose, then compliance with the Employer's decision as to how any such discrepancy and/or divergence shall be dealt with shall constitute a Relevant Event and/or a Relevant Matter "

**16. CLAUSE 2.15**

16.1 In sub-clause 2.15.2.1, after "change in Statutory Requirements" add:

"that was not foreseen by the Contractor at the Base Date and could not reasonably have been foreseen by a competent contractor at the Base Date. For the purposes of this clause, matters which could reasonably have been foreseen are those subject to any NI or applicable UK government bills or proposed government bills, NI or

applicable UK committee bills, NI or applicable UK private bills, NI or applicable UK hybrid bills, live NI or applicable UK government green papers, NI or applicable UK white papers or draft statutory rules or regulations."

16.2 Delete sub-clause 2.15.2.3.

**17. CLAUSE 2.17**

17.1 Delete clause 2.17 and its heading, and replace with a new heading:

**"Design Work - liabilities"**

17.1.1 Add new sub-clause 2.17.1:

"Without derogating from any other provision in this Contract, the Contractor shall be fully responsible in all respects for the design of the Works including all design work proposed by or on behalf of the Employer on or before the date of this Contract forming part of the Employer's Requirements."

17.1.2 Add new sub-clause 2.17.2:

"Without prejudice to clause 2.17.1, the Contractor shall be fully responsible in all respects for any design work carried out by a Consultant or specialist designer or sub-contractor that the Contractor has employed or will employ (including a person employed at the Employer's request), whether such design work is carried out before, on or after the date of this Contract."

17.1.3 Add new sub-clause 2.17.3:

"Without derogating from any other provision in this Contract, the Contractor warrants to the Employer that it shall use the Standard of Care when:

.1 designing the Works; and

.2 selecting goods, materials, plant and equipment for incorporation in the Works."

17.1.4 Add new sub-clause 2.17.4:

"Without prejudice to clauses 2.1.1 and 2.17.3, the Contractor warrants that its design complies with Statutory Requirements."

17.1.5 Add a new sub-clause 2.17.5:

"Notwithstanding any other provision, the Contractor and the Employer agree that nothing contained within the Contract Documents, or which may be implied within them, shall impose upon the Contractor any fitness for purpose obligation in respect of the design of the Works, whether express or implied."

**18. CLAUSE 2.25**

18.1 Delete "and" from the end of sub-clause 2.25.6.3.

18.2 Delete the full stop at the end of sub-clause 2.25.6.4 and replace with:

"; and"

18.3 Add a new sub-clause 2.25.6.5:

"(save where the Relevant Event is as defined in clause 2.26.9 and provided, in that case, that the Contractor has complied fully with any obligation upon the Contractor to maintain insurance against Specified Perils under this Contract) the Contractor shall not be entitled to any extension of time on account of any circumstance arising by reason of any error, omission, negligence or default of the Contractor or the Contractor's Persons."

**19. CLAUSE 2.26**

19.1 In sub-clause 2.26.2.1, after "clause 2.13" add:

"(subject always to clause 2.14)"

19.2 In sub-clause 2.26.7 add at the end of the sub-clause and before the semicolon:

"provided that the Contractor has given reasonable notice to the Statutory Undertaker of the dates on which the work the Statutory Undertaker is to undertake is required to commence and be completed and has used all reasonable endeavours to secure the agreement of the Statutory Undertaker to such dates".

19.3 In sub-clause 2.26.11 add at the end of the sub-clause and before the semicolon:

"provided that such strike, lockout or local combination of workmen is of a national or regional nature, does not affect the site of the Works alone and is not restricted to the employees of the Contractor or any sub-contractor".

**20. CLAUSE 2.32**

20.1 Add to the end of clause 2.32, before the full stop:

", provided that the Employer shall not be required to issue that notice earlier than the expiry of the Rectification Period for the Relevant Part"

**21. CLAUSE 2.35**

21.1 Delete from the start of clause 2.35.2:

"prior to the issue of that schedule, "

**22. CLAUSE 2.36**

22.1 Add to the end of the first sentence in clause 2.36, before the full stop:

", provided that the Employer shall not be required to issue any Notice of Completion of Making Good earlier than the expiry of the Rectification Period"

**23. NEW CLAUSE 2.36A**

23.1 Add a new clause 2.36A after clause 2.36:

**"Snagging list and defects, shrinkages or other faults remaining at practical completion**

Clauses 2.35 and 2.36 shall apply, all other things being equal, to:

- .1 any items identified on any snagging list issued by or on behalf of the Employer at or around practical completion or attached to a Practical Completion Statement or Section Completion Statement;
- .2 any defects, shrinkages or other faults in the Works at practical completion; and
- .3 any incomplete work, forming part of the Works, remaining at practical completion."

**24. CLAUSE 2.38**

24.1 Delete sub-clause 2.38.2 and replace with sub-clauses 2.38.2.1 to 2.38.2.2:

".1 The Contractor grants to the Employer, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by or on behalf of Contractor for any purpose relating to the Works (and the completed Works) including any of the Permitted Uses.

.2 This licence allows the Employer to use the Material in connection with any extension of the Project, but not to reproduce the designs contained in the Material in any such extension.

24.2 Delete sub-clause 2.38.3 and replace with:

"This licence carries the right to grant sub-licences and is transferable to the owner of part or all of the Works from time-to-time and to other third parties without the Contractor's consent."

24.3 Delete sub-clause 2.38.4 and replace with:

"The Contractor shall have no liability for use of the Material for any purpose other than that for which it was prepared and/or provided."

**25. NEW CLAUSE 2.39**

25.1 Add a new clause 2.39:

**"Third Party Agreements**

.1 The Contractor shall be deemed to have read the Third Party Agreements and to be fully aware of the obligations, risks and liabilities assumed by the Employer under them.

.2 The Contractor shall perform and assume, as part of its obligations under this Contract, the Employer's obligations, liabilities and risks contained within the Third Party Agreements that relate to the carrying out of the Works as if they were expressly referred to in this Contract as obligations, liabilities and risks of the Contractor, all other things being equal.

.3 The Contractor shall ensure that no act or default or omission on its part or on the part of any of the Contractor's Persons in relation to the performance by the Contractor of its obligations under this Contract shall cause, contribute or otherwise give rise to any breach by the Employer of any of its obligations under the Third Party Agreements."

**26. NEW CLAUSE 2.40**

26.1 Add a new clause 2.40:

**"BIM Protocol**

.1 The Parties shall, where applicable:

.1 comply with their respective obligations set out in the BIM Protocol, in the form attached at Appendix A to the Schedule of Amendments;

.2 have the benefit of any rights granted to them in the BIM Protocol; and

.3 have the benefit of any limitations or exclusions of their liability contained in the BIM Protocol.

.2 The Parties agree that, subject to Employer's Requirements for the BIM Protocol, this Contract shall be amended as set out in that protocol.

.3 In the event of conflict between this Schedule of Amendments, the JCT Design and Build Contract, 2016 Edition and the BIM Protocol, the parties agree that the terms of this Schedule of Amendments shall take precedence."

**27. CLAUSE 3.4**

27.1 In sub-clause 3.4, after "Design and Build Sub-Contract" add:

"or in the alternative the GRAHAM Standard Form of Sub-Contract. The Contractor shall notify the Employer and the Employer's Agent if it appoints a Key Sub-contractor using a different form of sub-contract and shall, on request, provide a full copy of that different form of sub-contract to the Employer's Agent."

27.2 In sub-clause 3.4.2.5 delete "the Rights Particulars provide" and replace with:

"this Contract provides"

27.3 In sub-clause 3.4.2.5.2 delete "14 days" and replace with:

"10 Business Days"

27.4 In sub-clause 3.4.2.5.3 delete from "clauses 2.26 and 2.27" to the end of the sub-clause (inclusive) and replace with:

"the requirements for any sub-contractor collateral warranty or third party rights set out in this Contract;"

**28. CLAUSE 3.16**

28.1 Delete sub-clause 3.16.1 and replace with:

"Number not used."

28.2 Replace the full stop at the end of sub-clause 3.16.5 with a semi-colon and add new sub-clause 3.16.6:

"where the Contractor is not the Principal Designer but is the Principal Contractor and the Principal Designer's appointment concludes before practical completion of the Works, the Contractor shall review, update and revise the health and safety file in accordance with regulations 12(8) to (10) of the CDM Regulations at no cost to the Employer and which shall not entitle the Contractor to an extension of time."

**29. CLAUSE 4.2**

29.1 Delete clause 4.2.3 and replace with:

"Number not used."

**30. CLAUSE 4.4**

30.1 Delete clause 4.4.1 and replace with:

"The Contract Sum is exclusive of VAT and, in relation to each payment to the Contractor for any supply made under this Contract:

.1 the Contractor shall within two Business Days following the issue by the Employer of a Payment Notice issue to the Employer an appropriate VAT invoice in respect of such supply, indicating whether or not the reverse charge applies to the supply; and

.2 subject to the Contractor complying with clause 4.4.1.1 and unless the reverse charge applies, the Employer shall in addition pay to the Contractor the amount of any VAT properly chargeable in respect of such supply."

30.2 Insert new clauses 4.4.3 to 4.4.5:

"4.4.3 The Contractor shall include within each Interim Payment Application a request for the Employer to confirm in writing whether the reverse charge applies to the supply to which the Interim Payment Application relates. The Employer shall provide such confirmation with, or not later than the issue of, the Payment Notice relating to such supply.

4.4.4 If the paying party for the final payment under clause 4.8 is the Employer, the Contractor shall not later than the due date fixed under clause 4.24.5 request the Employer to confirm in writing whether the reverse charge applies to the supply to which the final payment relates. The Employer shall provide such confirmation with, or not later than the issue of, the Final Payment Notice.

4.4.5 The Employer is registered for VAT in the United Kingdom under registration number *GB 254 7995 11*."

**31. CLAUSE 4.10**

31.1 Delete from the start of sub-clause 4.10.4 "The Employer's fiduciary" to "prevent him exercising" (inclusive) and replace with:

"The Employer may exercise".

**32. CLAUSE 4.11**

32.1 In sub-clause 4.11.1, after "7 days after the Contractor has given notice to the Employer of his intention to suspend the performance of" add:

"any or all of".

32.2 In sub-clause 4.11.3, delete:

"or on request"

and, at the end of the sub-clause, add a new sentence:

"The Contractor shall, on request, submit such further details as are reasonably requested by or on behalf of the Employer."

**33. CLAUSE 4.12**

33.1 Delete sub-clause 4.12.1.4 and replace with:

"Number not used."

and, in the sentence that follows deleted sub-clause 4.12.1.4, delete "any applicable Fluctuations Provision or"

33.2 Delete sub-clause 4.12.2.5 and replace with:

"Number not used."

33.3 In sub-clause 4.12.3.2 delete:

"or under any applicable Fluctuations Provision,".

**34. CLAUSE 4.13**

34.1 In clause 4.13.1, in the sentence that follows sub-clause 4.13.1.3, delete "any applicable Fluctuations Provision or".

34.2 Delete sub-clause 4.13.2.5 and replace with:

"Number not used."

34.3 In clause 4.13.3.2 delete:

"or under any applicable Fluctuations Provision,".

**35. CLAUSE 4.16**

35.1 Delete clause 4.16 and replace with:

"With regard to the Retention, which the Employer may deduct and retain as referred to in clause 4.14, the Employer shall be:

.1 under no fiduciary obligation to the Contractor or any third party;

.2 under no obligation to set aside in a separate bank account any amount representing the Retention; and

.3 entitled to the full beneficial interest in any interest accruing on the Retention and shall be under no obligation to account to the Contractor for any such interest."

**36. CLAUSE 4.17**

36.1 In sub-clause 4.17.5, delete "7.3.1" and replace with:  
"7.3"

**37. CLAUSE 4.19**

37.1 In clause 4.19.1 after "subject to clause 4.19.2" add:  
", 4.19.3"

and add a new sub-clause 4.19.3:

"Without affecting clause 4.19.2, no such entitlement arises and the Contractor shall not claim that such an entitlement arises where any such loss and/or expense arises by reason of any error, omission, negligence or default of the Contractor or the Contractor's Persons (other than any amount that is recoverable by the Employer under a policy of insurance maintained in accordance with Insurance Option B or Insurance Option C, if applicable)."

**38. CLAUSE 5.1**

38.1 Change the full stop at the end of sub-clause 5.1.2.4 to a semicolon and add a new sub-clause 5.1.3:

".3 without prejudice to the rest of this clause 5.1, an instruction from the Employer supplementing or amending the Third Party Agreements."

**39. CLAUSE 5.6**

39.1 At the end of clause 5.6 before the full stop, add:

", provided always that the substantial change in the conditions does not arise by reason of any error, omission, negligence or default of the Contractor or the Contractor's Persons"

**40. CLAUSE 6.1**

40.1 In clause 6.1, after "caused by the carrying out of the Works" add:

"or of any other obligation pursuant to Section 2 or Section 3 of the Conditions".

**41. CLAUSE 6.2**

41.1 In clause 6.2, after "by reason of the carrying out of the Works" add:

"or of any other obligation pursuant to Section 2 or Section 3 of the Conditions".

**42. NEW CLAUSE 6.3A**

42.1 Add new clause 6.3A after clause 6.3:

**"Contractor to prevent nuisance and indemnify Employer**

The Contractor shall prevent any nuisance (including any noisy working operations) or other interference with the rights of any nearby owner, tenant or occupier or any Statutory Undertaker, of which the Contractor is or ought reasonably to have been aware, arising out of the carrying out of the Works or out of any other obligation pursuant to Section 2 or Section 3 of the Conditions. The Contractor shall assist the Employer in defending any action or proceedings in relation to any such nuisance or interference. The Contractor shall be responsible for and shall indemnify the Employer from and against any and all expenses, liabilities, losses, claims and proceedings resulting from any failure or default by the Contractor in performing its obligations under this clause 6.3A."

**43. NEW CLAUSE 6.3B**

43.1 Add new clause 6.3B after new clause 6.3A:

**"Contractor to prevent trespass to neighbours**

Without prejudice to clauses 6.1, 6.2 and 6.3A, the Contractor shall ensure that there is no trespass by the Contractor or the Contractor's Persons (including the oversailing of a tower crane jib or the erection of a scaffold or hoarding) on or over any nearby property arising out of the Works or out of any other obligation pursuant to Section 2 or Section 3 of the Conditions and shall take all reasonable safety and other measures to prevent damage or injury to any persons including the occupiers of nearby property and members of the public. If carrying out the Works or any other obligation pursuant to Section 2 or Section 3 of the Conditions would otherwise be an act of trespass, the Contractor shall, at no cost to the Employer, obtain the prior written agreement of the owners or occupiers of any nearby property to that act. That agreement shall be subject to the Employer's approval before its completion. The Contractor shall comply with any condition or obligation contained in that agreement, at no cost to the Employer and shall not be entitled to any extension of time as a result of any condition or obligation contained in that agreement."

**44. CLAUSE 6.4**

44.1 In sub-clause 6.4.1, after "effect and maintain insurance", add:

"(with the name of the Employer shown as an additional insured)"

**45. NOT USED**

**46. CLAUSE 6.8**

46.1 In the definition of "Joint Names Policy" delete "the Employer and the Contractor" and replace with:

"the Employer, any person acquiring the Employer's interest in the whole or part of the Works and the Contractor "

**47. CLAUSE 6.15**

47.1 Delete clause 6.15 and replace with:

**"Obligation to insure**

The Contractor shall maintain professional indemnity insurance for an amount of at least £10,000,000 in the aggregate with unlimited, round the clock reinstatements for a period beginning on the date of this Agreement and ending 12 years after the date of practical completion of the Works, provided that (subject to clause 6.15A) such insurance is available at commercially reasonable rates. The Contractor shall maintain that professional indemnity insurance:

- .1 with reputable insurers lawfully carrying on insurance business in the UK;
- .2 on customary and usual terms and conditions prevailing for the time being in the insurance market; and
- .3 on terms that do not require the Contractor to discharge any liability before being entitled to recover from the insurers and that would not adversely affect the rights of any person to recover from the insurers under the Third Parties (Rights Against Insurers) Act 2010."

**48. NEW CLAUSE 6.15A**

48.1 Add new clause 6.15A, after clause 6.15:

**"Commercially reasonable rates**

Any increased or additional premium required by insurers for the insurance referred to in clause 6.15 and clause 6.16C because of the Contractor's claims record or other acts, omissions, matters or things particular to the Contractor shall be deemed to be within commercially reasonable rates."

**49. NEW CLAUSE 6.15B**

49.1 Add new clause 6.15B, after clause 6.15A:

**"Evidence of professional indemnity insurance**

The Contractor shall at the Employer's request send the Employer evidence that the Contractor's insurance referred to in clause 6.15 is in force, including, if required by the Employer, an original letter from the Contractor's insurers or brokers confirming:

- .1 the Contractor's then current professional indemnity insurance; and
- .2 that the premiums for that insurance have been paid in full at the date of that letter."

**50. NEW CLAUSE 6.16A**

50.1 Add a new clause 6.16A , after clause 6.16:

**"Key Sub-contractors' professional indemnity insurance**

The Contractor shall procure that the Key Sub-contractors shall maintain professional indemnity insurance in accordance with the required form of sub-contractor's deed of collateral warranty or schedule of third party rights and Part 2 of Schedule 5 to the Schedule of Amendments. Within 10 Business Days of the date of this Contract (or, if later, within 10 Business Days of the appointment of a Key Sub-contractor), the Contractor shall procure and shall send to the Employer evidence that the Key Sub-contractors' insurance referred to in this clause is in force, including, if required by

the Employer, an original letter from each Key Sub-contractor's insurers or brokers confirming:

- .1 the Key Sub-contractor's then current insurance, as referred to in this clause; and
- .2 that the premiums for that insurance have been paid in full at the date of that letter."

**51. NEW CLAUSE 6.16B**

51.1 Add a new clause 6.16B , after clause 6.16A:

**"Consultants' professional indemnity insurance**

The Contractor shall procure that the Consultants shall maintain professional indemnity insurance in accordance with the required form of professional consultant's deed of collateral warranty or schedule of third party rights and Part 2 of Schedule 4 to the Schedule of Amendments. Within 10 Business Days of the date of this Contract (or, if later, within 10 Business Days of the appointment of a Consultant), the Contractor shall procure and shall send to the Employer evidence that the Consultant's insurance referred to in this clause is in force, including, if required by the Employer, an original letter from each Consultant's insurers or brokers confirming:

- .1 the Consultant's then current insurance, as referred to in this clause; and
- .2 that the premiums for that insurance have been paid in full at the date of that letter."

**52. NEW CLAUSE 6.16C**

52.1 Add new clause 6.16C, after clause 6.16B:

**"Contractor to co-operate with Employer's reasonable insurance requirements**

The Contractor shall fully co-operate with any measures reasonably required by the Employer, including:

- .1 completing any proposals for insurance and associated documents; or
- .2 maintaining insurance at rates above commercially reasonable rates, if the Employer reimburses the Contractor for the net cost of that insurance above commercially reasonable rates."

**53. CLAUSE 7.1**

53.1 Delete clause 7.1 and replace with:

**"General right to assign**

- .1 The Employer may assign or otherwise transfer the benefit of this Contract to any person taking an interest in the Works or the completed Works. In this Contract the term "Employer" shall be construed accordingly.
- .3 The Employer shall notify the Contractor of any assignment within 10 Business Days. If the Employer fails to do this, the assignment shall still be valid.
- .4 The Contractor shall not contend that any person to whom the benefit of this Agreement is assigned under this clause 7.1 may not recover any sum under this

Contract because that person is an assignee and not a named Party to this Contract, or because the loss or damage suffered has been suffered by such person only and not by the Employer, or because such loss is different from that which would have been suffered by the Employer.

.5 The Contractor shall not assign or charge the benefit of this Contract or any right arising under it without the Employer's prior consent, which the Employer may withhold at its absolute discretion."

**54. CLAUSE 7.2**

54.1 Delete the whole of clause 7.2 and its heading and replace with:

**"Novation**

.1 Subject to clause 7.2.2, the Contractor shall, within 10 Business Days of a request by the Employer agree to and effect a novation of this Contract from the Employer and the Contractor to the Development Company and the Contractor.

.2 The Contractor shall only be required to agree to and effect the novation referred to in clause 7.2.1 if:

.1 the Development Company is a wholly owned subsidiary of the Employer (as defined by section 1159 of the Companies Act 2006); and

.2 the Employer provides to the Contractor a guarantee, to the Contractor's reasonable satisfaction, of any obligation on the Development Company following the novation referred to in clause 7.2.1 to make any payments due under this Contract to the Contractor, notwithstanding that the supply for VAT purposes is being made to the Development Company."

**55. CLAUSE 7.3**

55.1 Delete clause 7.3 and replace with:

"The Contractor shall, no later than the date of this Contract, procure the execution and delivery of:"

Add new clause 7.3.1:

A parent company guarantee in favour of the Employer in the form attached at Schedule 2 to the Schedule of Amendments. The parent company guarantee shall be executed and delivered by *JOHN GRAHAM HOLDINGS LTD NI057921*. If the Contractor does not procure execution and delivery of the parent company guarantee, then, notwithstanding any other term of this Contract, the Employer may deduct £20,000 from the Contract Sum or the sums that would otherwise be due to the Contractor under this Contract, until the Contractor procures such execution and delivery."

**56. CLAUSES 7.4 TO 7E (INCLUSIVE)**

56.1 Delete existing clauses 7.4 to 7E (inclusive).

56.2 Replace clause 7.4 with:

**"Contractor's collateral warranty**

.1 Within 10 Business Days of a request from the Employer, the Contractor shall execute and deliver a deed or deeds of collateral warranty in favour of any Purchaser and any Tenant in the form of the contractor's deed of collateral warranty contained in Schedule 7 to the Schedule of Amendments.

.2 If the Contractor does not execute and deliver a contractor's deed of collateral warranty in accordance with this Contract, then, notwithstanding any other term of this Contract, the Employer may deduct and retain £20,000 from the Contract Sum or the sums that would otherwise be due to the Contractor under this Contract for each contractor's deed of collateral warranty not so provided, until the Contractor procures such execution and delivery."

**57. NEW CLAUSE 7.6**

57.1 Add new clause 7.6:

**"Consultants - collateral warranties**

The Contractor shall ensure, within 10 Business Days of the date of this Contract (or, if later, within 10 Business Days of the appointment by the Contractor of a Consultant), that each Consultant appointed by the Contractor has executed and delivered a deed of collateral warranty in favour of the Employer substantially in the form set out in Part 3 of Schedule 4 to the Schedule of Amendments. Within 15 Business Days of a request from the Employer, the Contractor shall procure a deed of collateral warranty from any Consultant then appointed in favour of any Purchaser or Tenant substantially in the form set out in Part 3 of Schedule 4 to the Schedule of Amendments. If any deed of collateral warranty provided by a Consultant requires execution by the Contractor, the Contractor shall execute and deliver the collateral warranty to the Employer within the time limits set out in this clause. Where any amendment is proposed to the form set out in Part 3 of Schedule 4, such amendment shall require the consent of the Employer, such consent not to be unreasonably withheld or delayed. In determining whether it is reasonable for the Employer to withhold consent to any amendments to the form of set out in Part 3 of Schedule 4, the involvement of the Consultant for whose collateral warranty the amendments are sought in the design of the Works during the period governed by the PCSA shall be taken into account."

**58. NEW CLAUSE 7.7**

58.1 Add new clause 7.7:

**"Consultants - Contractor's duty not to terminate or vary appointments**

The Contractor shall not terminate or vary the appointment of any Consultant without the Employer's prior consent, which shall not be unreasonably withheld or delayed. The Employer's consent shall not be required where the Contractor is only varying the scope of such appointment and/or the precise services to be provided by any Consultant, provided that the Employer is satisfied (acting reasonably) that any services omitted from any such appointment are either no longer required for the Works or are to be adequately performed by another Consultant. "

**59. NEW CLAUSE 7.8**

59.1 Add new clause 7.8:

### **"Sub-contractor collateral warranties**

Within 10 Business Days of the date of this Contract (or, if later, within 10 Business Days of the appointment of a Key Sub-contractor), the Contractor shall ensure that each Key Sub-contractor has executed and delivered a deed of collateral warranty in favour of the Employer in the form set out in Part 3 of Schedule 5 to the Schedule of Amendments. Within 15 Business Days of a request from the Employer, the Contractor shall procure a deed of collateral warranty from any Key Sub-contractor then appointed in favour of any Purchaser or Tenant in the form set out in Part 3 of Schedule 5 to the Schedule of Amendments. If any deed of collateral warranty provided by a Key Sub-contractor requires execution by the Contractor, the Contractor shall execute and deliver the collateral warranty to the Employer within the time limits set out in this clause. Where any amendment is proposed to the form set out in Part 3 of Schedule 5, such amendment shall require the consent of the Employer, such consent not to be unreasonably withheld or delayed."

## **60. SECTION 8 TERMINATION**

### **61. CLAUSE 8.1**

61.1 In sub-clause 8.1.4.1 delete "he enters into an arrangement, compromise or composition in satisfaction of its debts" and replace with:

"it commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors".

61.2 At the end of sub-clause 8.1.4.2, delete the full stop and replace with ";or".

61.3 Insert a new sub-clause 8.1.4.3:

"it applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986."

### **62. CLAUSE 8.4**

62.1 In sub-clause 8.4.1.3 after "requiring him to remove" add:

"or rectify"

### **63. CLAUSE 8.5**

63.1 In sub-clause 8.5.3.3, after "the Employer may", add:

", at the Contractor's expense,"

### **64. CLAUSE 8.6**

64.1 In clause 8.6, after "acting or his behalf", add:

"or associated with him",

and at the end of the clause, after the full stop, add:

"For the purpose of this clause 8.6, whether a person is associated with another person shall be determined in accordance with section 8 of the Bribery Act 2010 and

a person associated with the Contractor includes, but is not limited to, any of the Contractor's Persons."

**65. CLAUSE 8.7**

65.1 In sub-clause 8.7.2 after "the Contractor shall" and before the colon, add:

", at the Contractor's expense"

65.2 At the end of sub-clause 8.7.4, before the colon, add:

", at the Contractor's expense"

**66. CLAUSE 8.11**

66.1 In sub-clause 8.11.3, after "regulation 73(1)(a)", delete:

"or regulation 73(1)(c)"

**67. CLAUSE 9.2**

67.1 Add new sub-clauses in clause 9.2:

.3 The Adjudicator shall give reasons for his decision and shall deliver his decision to the Parties as soon as practicable and within 2 Business Days of making his decision.

.4 The Adjudicator shall notify the Contractor and the Employer as soon as practicable, if he becomes aware that he has any interest in the Works, the subject matter of the adjudication, or the Parties."

**68. JCT DESIGN AND BUILD CONTRACT, 2016 EDITION, SCHEDULE 5: THIRD PARTY RIGHTS**

68.1 Delete Schedule 5 to the JCT Conditions and replace with:

"Schedule 5 not used."

**69. JCT DESIGN AND BUILD CONTRACT, 2016 EDITION, SCHEDULE 7: FLUCTUATIONS OPTION**

69.1 Delete Schedule 7 to the JCT Conditions and replace with:

"Schedule 7 not used."

***SCHEDULE 1***

**NOT USED**

**SCHEDULE 2**

**PARENT COMPANY GUARANTEE**

*The Parties have attached the form of parent company guarantee to this schedule separately within the provided storage disc.*

**SCHEDULE 3**

**NOT USED**

**SCHEDULE 4****CONSULTANTS AND CONSULTANT'S DEED OF COLLATERAL WARRANTY****PART 1****CONSULTANTS**

The Consultants are:

*See table below.*

**PART 2****CONSULTANTS' PROFESSIONAL INDEMNITY INSURANCE**

*The following Consultants shall maintain professional indemnity insurance in the following amounts:*

<b>Consultant</b>	<b>Amount of professional indemnity insurance</b>
<i>Architect</i>	<i>£10,000,000</i>
<i>Interior Designer</i>	<i>£2,000,000</i>
<i>Civil &amp; Structural Engineer</i>	<i>£10,000,000</i>
<i>Mechanical &amp; Electrical Engineer</i>	<i>£10,000,000</i>
<i>Fire Consultant</i>	<i>£5,000,000</i>
<i>Acoustics Engineer</i>	<i>£5,000,000</i>
<i>Landscape Engineer</i>	<i>£2,000,000</i>
<i>Planning Consultant</i>	<i>£2,000,000</i>
<i>Passivhaus Consultant</i>	<i>£2,000,000</i>
<i>Principal Designer</i>	<i>£5,000,000</i>
<i>BREEAM Consultant</i>	<i>£2,000,000</i>
<i>Subcontractors with design</i>	<i>£10,000,000</i>

**PART 3****CONSULTANT'S COLLATERAL WARRANTY**

*The Parties have attached the form of Consultant's deed of collateral warranty in favour of the Employer and in favour of a Funder, Purchaser or Tenant separately within the provided storage disc.*

**SCHEDULE 5**

**KEY SUB-CONTRACTORS, KEY SUB-CONTRACTORS' INSURANCE AND KEY SUB-CONTRACTOR'S DEED OF COLLATERAL WARRANTY**

**PART 1**

**KEY SUB-CONTRACTORS**

The Key Sub-contractors are:

*See table below.*

**PART 2**

**KEY SUB-CONTRACTORS' PROFESSIONAL INDEMNITY INSURANCE**

*The following Key Sub-contractors shall maintain professional indemnity insurance in the following amounts:*

<b>Key Sub-contractor</b>	<b>Amount of professional indemnity insurance</b>
<i>Piling</i>	<i>£10,000,000 in aggregate</i>
<i>M&amp;E</i>	<i>£10,000,000 in aggregate</i>
<i>Roofing</i>	<i>£5,000,000 in aggregate</i>
<i>Pods</i>	<i>£10,000,000 in aggregate</i>
<i>Lifts</i>	<i>£10,000,000 in aggregate</i>
<i>SFS</i>	<i>£2,000,000 in aggregate</i>
<i>Windows/Curtain Walling</i>	<i>£5,000,000 in aggregate</i>

**PART 3**

**KEY SUB-CONTRACTOR'S DEED OF COLLATERAL WARRANTY**

*The Parties have attached the form of Key Sub-contractor's deed of collateral warranty in favour of the Employer and in favour of a Funder, Purchaser or Tenant separately within the provided storage disc.*

## **SCHEDULE 6**

### **THIRD PARTY AGREEMENTS**

*The Parties have attached extracts from agreements between the Employer and third parties separately within the provided storage disc. Subject to any supplements or amendments referred to in clause 5.1, these extracts are the Third Party Agreements.*

**SCHEDULE 7**

**CONTRACTOR'S DEED OF COLLATERAL WARRANTY**

*The Parties have attached the form of Contractor's deed of collateral warranty separately within the provided storage disc.*

**APPENDIX A**

**[BIM PROTOCOL]**

*Attached Separately within the provided storage disc.*

**APPENDIX B**

**TABLE OF CONTENTS**

*Attached Separately within the provided storage disc.*

**SCHEDULE 3 - THE SUB-CONTRACT WORKS**

PARTICULARS AND DESCRIPTION OF THE SUB-CONTRACT WORKS (BEING A PART OF THE WORKS COMPRISED IN THE MAIN CONTRACT),

**SUB-CONTRACT FOR: The supply of all preliminaries, labour, material, PPE and supervision as necessary to carry out and complete the supply and installation of Blinds as further described within this Sub-Contract document**

.....

AS MORE PARTICULARLY DESCRIBED IN THE SUB-CONTRACT DOCUMENTS

IS THIS A DESIGN AND BUILD SUB-CONTRACT NO \*

IF THIS IS NOT A DESIGN AND BUILD SUB-CONTRACT, IS THE SUB-CONTRACTOR RESPONSIBLE FOR THE DESIGN OF ANY ELEMENTS OF THE SUB-CONTRACT WORKS NO\*

IF YES, THOSE ELEMENTS OF THE SUB-CONTRACT WORKS ARE:

\* - Select as appropriate

**SCHEDULE 4 - PERIOD(S) FOR COMPLETION**

PERIOD(S) FOR THE COMPLETION OF THE SUB-CONTRACT WORKS REFERRED TO IN CLAUSES 3, 6 & 12 (TO INCLUDE ALL TIME REQUIRED FOR PREPARATION OF WORKING DRAWINGS AND PROVISION OF ALL OTHER ITEMS REQUIRED WITHIN THE SCOPE OF THE SUB-CONTRACT INCLUDING BUT NOT LIMITED TO SUPPLYING SAMPLES, APPROVAL OF METHODS STATEMENTS AND COMPLIANCE WITH HEALTH AND SAFETY LEGISLATION)

**TARGET START DATE IN RESPECT OF THE SITE WORKS IS** 9<sup>th</sup> March 2026

**COMMENCEMENT WINDOW IS BETWEEN:**

- 45 **DAYS PRIOR TO THE TARGET START DATE**
- 45 **DAYS AFTER THE TARGET START DATE**

**PERIOD(S) FOR COMPLETION IS/ARE:**

**20 Weeks**

**31<sup>st</sup> July 2026, 3 floors at a time**

**SCHEDULE 5 - PRICE OF THE SUB-CONTRACT WORKS, TERMS OF PAYMENT AND INSURANCES**

**A SUB-CONTRACT SUM FOR THE SUB-CONTRACT WORKS**

(i) **EIGHTY-TWO THOUSAND, NINE HUNDRED AND THIRTY-ONE POUNDS AND FIFTY-NINE PENCE (£82,931.59) FIXED RATES AND PRICES\***

.....  
IN ACCORDANCE WITH THE ATTACHED PRICED BILL OF QUANTITIES\*

The said **BOQ** is referred to in this Sub-Contract as “the Pricing Document”

(ii) This Sub-Contract is/is not\* subject to remeasurement. \* is not\*

**B TERMS OF PAYMENT, RETENTION AND MEASUREMENT**

(i) Discount Terms ...2.5%..... (to be **2.5%** per cent unless a different percentage is inserted.)

(ii) Retention from interim payments...0% (Limit of retention - ....0% of the Sub-Contract Sum)

(iii) The sum or sums referred to in this Sub-Contract shall be deemed to be fixed for the duration of the Sub- Contract and no alteration in price shall be allowed other than the normal operation of the procedures for valuing Variations.

(iv) The method of measurement is SMM7 (To be inserted, if applicable)

(v) Retention Release Dates are:

- the first half of the retention is released on completion of the Sub-Contract Works;
- the second half of the retention is released on the earlier of 24 months after completion of the Sub-Contract Works or the issue of the Completion of Making Good Certificate/Defects Certificate (or equivalent) under the Main Contract,

**C INSURANCES**

(i) Employer’s Liability Insurance - Indemnity required £10m  
Cover to include:  
(a) Indemnity to Principal  
(b) Contractual Liability  
(c) Compliance with Employers Liability (Compulsory Insurance) Act 1969

(ii) Public Liability/Third Party Liability Insurance - Indemnity required £5m  
Cover to include:  
(a) Indemnity to Principals  
(b) Contractual Liability  
(c) Contingent Liability of any Sub-Contractors  
(d) Tool of the Trade Risk  
(e) Liability for Plant Hired In or Out

(iii) Professional Liability Insurance - Indemnity required N/A  
Cover to include:  
Indemnity for claims arising out of pollution and/or contamination emanating from the conduct of the Insured’s professional activity

**D COMPETENT SUPERVISOR**

The named Competent Supervisor as per Clause 3(d) will be: TBC

**E LAW AND JURISDICTION**

This Sub-Contract is subject to the laws of Northern Ireland (to be Northern Ireland unless a different jurisdiction is stated)

This Sub-Contract is subject to the jurisdiction of the Courts of Northern Ireland (to be Northern Ireland unless a different jurisdiction is stated)

\* Select as appropriate

Schedule 6 - Pricing Document					
ANDERSON INTERIORS					
LINE	LOCATION	QUANTITY	UNIT PRICE	TOTAL	
02F	Reception Room	885 x 2500	1	213.73	213.73
	GFSA	2500 x 2500	1	333.83	333.83
	GFSA	2500 x 2500	1	333.83	333.83
	GFSA	2500 x 2500	1	333.83	333.83
	GFSA	2500 x 2500	1	333.83	333.83
	GFSA	2500 x 2500	1	333.83	333.83
	GFSA	2500 x 2500	1	333.83	333.83
	GFSA	2500 x 2500	1	333.83	333.83
	GFSA	2500 x 2500	1	333.83	333.83
	GFSA	2500 x 2500	1	333.83	333.83
	GFSA	2500 x 2500	1	333.83	333.83
	GFSA	2500 x 2500	1	333.83	333.83
	GFSA	2500 x 2500	1	333.83	333.83
	GFSA	2500 x 2500	1	333.83	333.83
LVL 1	ENS 1A-01	1170 x 2500	1	314.93	314.93
	ENS 1A-02	1170 x 2500	1	284.99	284.99
	ENS 1A-03	1810 x 2500	1	225.28	225.28
	ENS 1A-04	2158 x 2500	1	314.93	314.93
	LCK 1A	885 x 2500	1	77.32	77.32
	LCK 1A	1560 x 2500	1	85.85	85.85
	ENS 1B-01	2250 x 2500	1	314.93	314.93
	ENS 1B-02	2295 x 2500	1	314.93	314.93
	ENS 1B-03	2245 x 2500	1	314.93	314.93
	ENS 1B-04	2070 x 2500	1	284.99	284.99
	ENS 1B-05	1890 x 2500	1	273.64	273.64
	ENS 1B-06	2284 x 2500	1	314.93	314.93
	LCK 1B	2335 x 2500	1	118.59	118.59
	LCK 1B	2500 x 2500	1	118.59	118.59
	LCK 1B	2500 x 2500	1	118.59	118.59
	ENS 1C-01	2350 x 2500	1	314.93	314.93
	ENS 1C-02	2300 x 2500	1	314.93	314.93
	ENS 1C-03	2500 x 2500	1	314.93	314.93
	ENS 1C-04	2370 x 2500	1	314.93	314.93
	ENS 1C-05	2300 x 2500	1	314.93	314.93
	ENS 1C-06	2300 x 2500	1	314.93	314.93
	LCK 1C	2300 x 2500	1	118.59	118.59
	LCK 1C	2500 x 2500	1	118.59	118.59
	ENS 1D-01	2010 x 2500	1	284.99	284.99
	ENS 1D-02	2010 x 2500	1	284.99	284.99
	ENS 1D-03	2010 x 2500	1	284.99	284.99
	ENS 1D-04	2040 x 2500	1	284.99	284.99
	ENS 1D-05	1835 x 2500	1	273.64	273.64
	ENS 1D-06	1960 x 2500	1	219.58	219.58
	ENS 1D-07	1960 x 2500	1	219.58	219.58
	LCK 1D	1910 x 2500	1	273.64	273.64
	LCK 1D	2010 x 2500	1	284.99	284.99
	ENS 1E-01	2010 x 2500	1	284.99	284.99
	ENS 1E-02	2010 x 2500	1	284.99	284.99
	ENS 1E-03	2010 x 2500	1	284.99	284.99
	ENS 1E-04	2010 x 2500	1	284.99	284.99
	ENS 1E-05	1940 x 2500	1	273.64	273.64
	ENS 1E-06	1915 x 2500	1	273.64	273.64
	LCK 1E	1905 x 2500	1	273.64	273.64
	LCK 1E	1905 x 2500	1	273.64	273.64
	STUDIO 1-01	2360 x 2500	1	314.93	314.93
	STUDIO 1-02	2360 x 2500	1	314.93	314.93
STUDIO 1-03	2400 x 2500	1	337.73	337.73	
STUDIO 1-04	2400 x 2500	1	337.73	337.73	
CHINA Room	885 x 2500	1	162.51	162.51	
LVL 2	ENS 2A-01	1560 x 2500	1	85.85	85.85
	ENS 2A-02	1560 x 2500	1	85.85	85.85
	ENS 2A-03	1560 x 2500	1	85.85	85.85
	ENS 2A-04	1560 x 2500	1	85.85	85.85
	ENS 2A-05	1560 x 2500	1	85.85	85.85
	ENS 2A-06	1560 x 2500	1	85.85	85.85
	LCK 2A	885 x 2500	1	77.32	77.32
	LCK 2A	1560 x 2500	1	85.85	85.85
	ENS 2B-01	1560 x 2500	1	219.58	219.58
	ENS 2B-02	1560 x 2500	1	219.58	219.58
	ENS 2B-03	1560 x 2500	1	219.58	219.58
	ENS 2B-04	1560 x 2500	1	219.58	219.58
	ENS 2B-05	1560 x 2500	1	219.58	219.58
	ENS 2B-06	1560 x 2500	1	85.85	85.85
	LCK 2B	1560 x 2500	1	85.85	85.85
	LCK 2B	1560 x 2500	1	85.85	85.85
	LCK 2B	1560 x 2500	1	85.85	85.85
	ENS 2C-01	1560 x 2500	1	219.58	219.58
	ENS 2C-02	1560 x 2500	1	219.58	219.58
	ENS 2C-03	1560 x 2500	1	219.58	219.58
	ENS 2C-04	1560 x 2500	1	219.58	219.58
	ENS 2C-05	1560 x 2500	1	219.58	219.58
	ENS 2C-06	1560 x 2500	1	219.58	219.58
	LCK 2C	1560 x 2500	1	85.85	85.85
	LCK 2C	1560 x 2500	1	85.85	85.85
	ENS 2D-01	2010 x 2500	1	284.99	284.99
	ENS 2D-02	2010 x 2500	1	284.99	284.99
	ENS 2D-03	2010 x 2500	1	284.99	284.99
	ENS 2D-04	2040 x 2500	1	284.99	284.99
	ENS 2D-05	1815 x 2500	1	273.64	273.64
	ENS 2D-06	1815 x 2500	1	219.58	219.58
	ENS 2D-07	1568 x 2500	1	219.58	219.58
	LCK 2D	1910 x 2500	1	273.64	273.64
	LCK 2D	2010 x 2500	1	284.99	284.99
	ENS 2E-01	2010 x 2500	1	284.99	284.99
	ENS 2E-02	2010 x 2500	1	284.99	284.99
	ENS 2E-03	2010 x 2500	1	284.99	284.99
	ENS 2E-04	2010 x 2500	1	284.99	284.99
	ENS 2E-05	1940 x 2500	1	273.64	273.64
	ENS 2E-06	1915 x 2500	1	273.64	273.64
	LCK 2E	1905 x 2500	1	273.64	273.64
	LCK 2E	1905 x 2500	1	273.64	273.64
STUDIO 2-01	2400 x 2500	1	337.73	337.73	
STUDIO 2-02	2400 x 2500	1	337.73	337.73	
STUDIO 2-03	2360 x 2500	1	314.93	314.93	
STUDIO 2-04	2360 x 2500	1	314.93	314.93	
STUDIO 2-05	2400 x 2500	1	337.73	337.73	
STUDIO 2-06	2400 x 2500	1	337.73	337.73	
STUDIO 2-07	835 x 2500	1	168.82	168.82	
LVL 3	ENS 3A-01	1560 x 2500	1	85.85	85.85
	ENS 3A-02	1560 x 2500	1	85.85	85.85
	ENS 3A-03	1560 x 2500	1	85.85	85.85
	ENS 3A-04	1560 x 2500	1	85.85	85.85
	ENS 3A-05	1560 x 2500	1	85.85	85.85
	ENS 3A-06	1560 x 2500	1	85.85	85.85
	LCK 3A	885 x 2500	1	77.32	77.32
	LCK 3A	1560 x 2500	1	85.85	85.85
	ENS 3B-01	1560 x 2500	1	219.58	219.58
	ENS 3B-02	1560 x 2500	1	219.58	219.58
	ENS 3B-03	1560 x 2500	1	219.58	219.58
	ENS 3B-04	1560 x 2500	1	219.58	219.58
	ENS 3B-05	1560 x 2500	1	219.58	219.58
	ENS 3B-06	1560 x 2500	1	85.85	85.85
	LCK 3B	1560 x 2500	1	85.85	85.85
	LCK 3B	1560 x 2500	1	85.85	85.85
	LCK 3B	1560 x 2500	1	85.85	85.85
	ENS 3C-01	1560 x 2500	1	219.58	219.58
	ENS 3C-02	1560 x 2500	1	219.58	219.58
	ENS 3C-03	1560 x 2500	1	219.58	219.58
	ENS 3C-04	1560 x 2500	1	219.58	219.58
	ENS 3C-05	1560 x 2500	1	219.58	219.58
	ENS 3C-06	1560 x 2500	1	219.58	219.58
	LCK 3C	1560 x 2500	1	85.85	85.85
	LCK 3C	1560 x 2500	1	85.85	85.85
	ENS 3D-01	2010 x 2500	1	112.89	112.89
	ENS 3D-02	2010 x 2500	1	112.89	112.89
	ENS 3D-03	2010 x 2500	1	112.89	112.89
	ENS 3D-04	2040 x 2500	1	112.89	112.89
	ENS 3D-05	1560 x 2500	1	85.85	85.85
	ENS 3D-06	1560 x 2500	1	219.58	219.58
	ENS 3D-07	1568 x 2500	1	219.58	219.58
	LCK 3D	1910 x 2500	1	105.76	105.76
	LCK 3D	2010 x 2500	1	112.89	112.89
	ENS 3E-01	2010 x 2500	1	112.89	112.89
	ENS 3E-02	2010 x 2500	1	112.89	112.89
	ENS 3E-03	2010 x 2500	1	112.89	112.89
	ENS 3E-04	2010 x 2500	1	112.89	112.89
	ENS 3E-05	1915 x 2500	1	105.76	105.76
	ENS 3E-06	1915 x 2500	1	105.76	105.76
	LCK 3E	1905 x 2500	1	105.76	105.76
	LCK 3E	1905 x 2500	1	105.76	105.76
STUDIO 3-01	2400 x 2500	1	127.12	127.12	
STUDIO 3-02	2400 x 2500	1	127.12	127.12	
STUDIO 3-03	2360 x 2500	1	118.59	118.59	
STUDIO 3-04	2360 x 2500	1	118.59	118.59	
STUDIO 3-05	2400 x 2500	1	127.12	127.12	
STUDIO 3-06	2400 x 2500	1	127.12	127.12	
STUDIO 3-07	835 x 2500	1	77.32	77.32	





LVL 11	ENS 11A-01	1560 x 2500	1	85.85	85.85
	ENS 11A-02	1560 x 2500	1	85.85	85.85
	ENS 11A-03	1560 x 2500	1	85.85	85.85
	ENS 11A-04	1560 x 2500	1	85.85	85.85
	ENS 11A-05	1560 x 2500	1	85.85	85.85
	ENS 11A-06	1560 x 2500	1	85.85	85.85
	LCK 11A	1560 x 2500	1	77.32	77.32
	LCK 11A	880 x 2500	1	85.85	85.85
	ENS 11C-01	1560 x 2500	1	85.85	85.85
	ENS 11C-02	1560 x 2500	1	85.85	85.85
	ENS 11C-03	1560 x 2500	1	85.85	85.85
	ENS 11C-04	1560 x 2500	1	85.85	85.85
	ENS 11C-05	1560 x 2500	1	85.85	85.85
	ENS 11C-06	1560 x 2500	1	85.85	85.85
	LCK 11C	1560 x 2500	1	85.85	85.85
	LCK 11C	1560 x 2500	1	85.85	85.85
	ENS 11D-01	2010 x 2500	1	112.89	112.89
	ENS 11D-02	2010 x 2500	1	112.89	112.89
	ENS 11D-03	2010 x 2500	1	112.89	112.89
	ENS 11D-04	2040 x 2500	1	112.89	112.89
	ENS 11D-05	1850 x 2500	1	105.77	105.77
	ENS 11D-06	1560 x 2500	1	85.85	85.85
	ENS 11D-06	1560 x 2500	1	85.85	85.85
	LCK 11D	1910 x 2500	1	105.76	105.76
LCK 11D	2010 x 2500	1	112.89	112.89	
ENS 11E-01	2010 x 2500	1	112.89	112.89	
ENS 11E-02	2010 x 2500	1	112.89	112.89	
ENS 11E-03	2010 x 2500	1	112.89	112.89	
ENS 11E-04	2010 x 2500	1	112.89	112.89	
ENS 11E-05	1940 x 2500	1	105.76	105.76	
ENS 11E-06	1910 x 2500	1	105.76	105.76	
LCK 11E	1905 x 2500	1	105.76	105.76	
LCK 11E	1960 x 2500	1	105.76	105.76	
STUDIO 11-01	2480 x 2500	1	127.12	127.12	
STUDIO 11-02	2480 x 2500	1	127.12	127.12	
STUDIO 11-03	2360 x 2500	1	118.59	118.59	
STUDIO 11-04	2350 x 2500	1	118.59	118.59	
STUDIO 11-05	2480 x 2500	1	127.12	127.12	
STUDIO 11-06	2480 x 2500	1	127.12	127.12	
STUDIO 11-07	830 x 2500	1	77.32	77.32	
LVL 12	ENS 12A-01	1560 x 2500	1	85.85	85.85
	ENS 12A-02	1560 x 2500	1	85.85	85.85
	ENS 12A-03	1560 x 2500	1	85.85	85.85
	ENS 12A-04	1560 x 2500	1	85.85	85.85
	ENS 12A-05	1560 x 2500	1	85.85	85.85
	ENS 12A-06	1560 x 2500	1	85.85	85.85
	LCK 12A	1560 x 2500	1	77.32	77.32
	LCK 12A	1560 x 2500	1	85.85	85.85
	ENS 12C-01	1560 x 2500	1	85.85	85.85
	ENS 12C-02	1560 x 2500	1	85.85	85.85
	ENS 12C-03	1560 x 2500	1	85.85	85.85
	ENS 12C-04	1560 x 2500	1	85.85	85.85
	ENS 12C-05	1560 x 2500	1	85.85	85.85
	ENS 12C-06	1560 x 2500	1	85.85	85.85
	LCK 12C	1560 x 2500	1	85.85	85.85
	LCK 12C	1560 x 2500	1	85.85	85.85
	ENS 12D-01	2010 x 2500	1	112.89	112.89
	ENS 12D-02	2010 x 2500	1	112.89	112.89
	ENS 12D-03	2010 x 2500	1	112.89	112.89
	ENS 12D-04	2040 x 2500	1	112.89	112.89
	ENS 12D-05	1850 x 2500	1	105.76	105.76
	ENS 12D-05	1850 x 2500	1	105.76	105.76
	LCK 12D	1910 x 2500	1	105.76	105.76
	LCK 12D	2010 x 2500	1	112.89	112.89
ENS 12E-01	2010 x 2500	1	112.89	112.89	
ENS 12E-02	2010 x 2500	1	112.89	112.89	
ENS 12E-03	2010 x 2500	1	112.89	112.89	
ENS 12E-04	2010 x 2500	1	112.89	112.89	
ENS 12E-05	1940 x 2500	1	105.76	105.76	
ENS 12E-06	1910 x 2500	1	105.76	105.76	
LCK 12E	1905 x 2500	1	105.76	105.76	
LCK 12E	1960 x 2500	1	105.76	105.76	
STUDIO 12-01	2480 x 2500	1	127.12	127.12	
STUDIO 12-02	2480 x 2500	1	127.12	127.12	
STUDIO 12-03	2360 x 2500	1	118.59	118.59	
STUDIO 12-04	2350 x 2500	1	118.59	118.59	
STUDIO 12-05	2480 x 2500	1	127.12	127.12	
STUDIO 12-06	2480 x 2500	1	127.12	127.12	
STUDIO 12-07	830 x 2500	1	77.32	77.32	
LVL 13	ENS 13F-01	1560 x 2500	1	85.85	85.85
	ENS 13F-02	1560 x 2500	1	85.85	85.85
	ENS 13F-03	1560 x 2500	1	85.85	85.85
	ENS 13F-04	1560 x 2500	1	85.85	85.85
	LCK 13F	1560 x 2500	1	85.85	85.85
	LCK 13F	1560 x 2500	1	85.85	85.85
	ENS 13E-01	2010 x 2500	1	112.89	112.89
	ENS 13E-02	2010 x 2500	1	112.89	112.89
	ENS 13E-03	2010 x 2500	1	112.89	112.89
	ENS 13E-04	2010 x 2500	1	112.89	112.89
	ENS 13E-05	1940 x 2500	1	105.76	105.76
	ENS 13E-06	1910 x 2500	1	105.76	105.76
	LCK 13E	1905 x 2500	1	105.76	105.76
	LCK 13E	1960 x 2500	1	105.76	105.76
	STUDIO 13-01	2480 x 2500	1	127.12	127.12
	STUDIO 13-02	2480 x 2500	1	127.12	127.12
	STUDIO 13-03	2360 x 2500	1	118.59	118.59
	STUDIO 13-04	2350 x 2500	1	118.59	118.59
	STUDIO 13-05	2480 x 2500	1	127.12	127.12
	STUDIO 13-06	2480 x 2500	1	127.12	127.12
	STUDIO 13-07	2010 x 2500	1	112.89	112.89
	STUDIO 13-08	2480 x 2500	1	127.12	127.12
	STUDIO 13-08	830 x 2500	1	77.32	77.32
	MSA	2400mm	1	112.89	112.89
MSA	1850mm	1	105.76	105.76	
MSA	1910mm	1	105.76	105.76	
MSA	2010mm	1	112.89	112.89	
LVL 14	ENS 14E-01	2010 x 2500	1	112.89	112.89
	ENS 14E-02	2010 x 2500	1	112.89	112.89
	ENS 14E-03	2010 x 2500	1	112.89	112.89
	ENS 14E-04	2010 x 2500	1	112.89	112.89
	ENS 14E-05	1940 x 2500	1	105.76	105.76
	ENS 14E-06	1910 x 2500	1	105.76	105.76
	LCK 14E	1905 x 2500	1	105.76	105.76
	LCK 14E	1960 x 2500	1	105.76	105.76
	STUDIO 14-01	2480 x 2500	1	127.12	127.12
	STUDIO 14-02	2480 x 2500	1	127.12	127.12
	STUDIO 14-03	2480 x 2500	1	127.12	127.12
	STUDIO 14-06	2480 x 2500	1	127.12	127.12
STUDIO 14-07	830 x 2500	1	77.32	77.32	
LVL 15	ENS 15E-01	2010 x 2500	1	112.89	112.89
	ENS 15E-02	2010 x 2500	1	112.89	112.89
	ENS 15E-03	2010 x 2500	1	112.89	112.89
	ENS 15E-04	2010 x 2500	1	112.89	112.89
	ENS 15E-05	1940 x 2500	1	105.76	105.76
	ENS 15E-06	1910 x 2500	1	105.76	105.76
	LCK 15E	1905 x 2500	1	105.76	105.76
	LCK 15E	1960 x 2500	1	105.76	105.76
	STUDIO 15-01	2480 x 2500	1	127.12	127.12
	STUDIO 15-02	2480 x 2500	1	127.12	127.12
	STUDIO 15-03	2480 x 2500	1	127.12	127.12
	STUDIO 15-06	2480 x 2500	1	127.12	127.12
STUDIO 15-06	2480 x 2500	1	127.12	127.12	

Proposed  
 Item same  
 Item same  
 Item same

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**CONTENTS**

**TENDER ENQUIRY DOCUMENT**

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Dublin Road PBMSA  
Belfast



**WORK PACKAGE:**

Blinds

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- 2.4 Management Section
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- 4.2 Collateral Warranty (if required)

**5.0 APPENDICES**

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## 1.0 INVITATION TO TENDER

1. The tenderer is requested to return one complete priced copy of this document with the additional information requested (if applicable)
  - Priced BoQ Schedule
  - No alternatives for consideration
  - Details of excluded work
  - Schedule of the plant and labour resources you will use to complete works within the programme
2. The information made available to you in connection with this enquiry is to be treated as strictly confidential and must not be divulged beyond the degree necessary to enable you to prepare your tender.
3. The site is open for inspection by appointment with GRAHAM. The tenderer is advised to visit the site before tendering and to acquaint himself with conditions affecting the execution of the Subcontract Works including local conditions, the supply and the conditions affecting labour, and the availability and supply of materials, and the tenderer is deemed to include for any costs arising there from as no claim for extra payment or extension of time to the contract period will be admissible due to want of knowledge or inadequate allowance.

Visits to the site must be by arrangement with the Graham Project Manager, (Paul Rush) telephone Number 07584700040

4. In making your offer you are deemed to have examined the main contract and documents (including drawings) which can be inspected by appointment during normal working hours at the HQ Office.
5. Your tender and priced bill of quantities should be returned to:

**GRAHAM Construction**  
**5 Ballygowan Road**  
**Hillsborough**  
**Co. Down**

**For the attention of: Cormac McCann**

**07385522102**  
**Cormac.mccann2@graham.co.uk**

Tenders should be returned as soon as possible however no later than: 10<sup>th</sup> December 2025

**See cover email**

## 2.0 PROJECT PARTICULARS

### 2.1 Project Introduction

The design and construction of purpose-built and managed student accommodation and associated external work at Dublin Road, Belfast on behalf of Queens University Belfast.

A total of 459 bedrooms consisting of cluster bedrooms, studio bedrooms, ancillary spaces and communal areas. The project will be designed to Passivhaus classic standard and BREEAM Excellent.

### 2.2 Project Particulars

Contract:	Dublin Road PBMSA
Location of Site:	Dublin Road, Belfast
Description of Works:	New Build Student Accommodation
Employer:	Queens University Belfast
Employers Agents:	AECOM Limited
Architect:	RPP Architects
Structural Engineer:	Etive Consulting Engineers Ltd.
Services Engineer:	Bennett Freehill
Site start date:	August 2024
Completion Date:	August 2026
Main Contract Period:	124 Weeks Overall
Form of Main Contract:	JCT Design & Build 2016
Defects Liability Period:	12 months from date of Practical Completion.
Percentage Retention	3 % (reduced to 1½ % on Practical Completion)
Damages	As listed in Main Contract
Variation of Price	Fixed Price Contract
Valuations	Monthly basis
Method of Measurement	In accordance with SMM7
Subcontractors Design	£10m Indemnity required

### 2.3 Project Methodology

The construction of the main elements is as follows:

Substructures	Cased Continuous Flight Auger (CCFA) piles taken to the sedimentary bedrock below, with loads transferred through a combination of skin friction and end bearing. Mini Piles in vicinity of underpinning the Blast Wall
Frame	Reinforced concrete (RC) flat slabs supported on RC core walls and columns. Lateral loads are carried through RC floor diaphragms into the core walls and from there into the core base and foundations.
Stairs	Flexi - Stair and landings
Envelope	Masonry Brick Walls, Triple glazed punched windows, Curtain Walling, Eurobond Cladding to "Party Wall", Blue Roofs.
M&E Strategy	Electric panel radiators with Mechanical ventilation with heat recovery (MVHR) in bedrooms-Semi Centralised   Domestic Hot Water generated by ASHPs. Overall design philosophy - Passive Design Principles , Energy Saving features & devices , Utilising Low & Zero Carbon Technologies to supply energy .

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Maintaining the project programme is vital to ensure successful project delivery.

## 2.4 Management Section

### 1. Ambiguity

GRAHAM gives no warranty as to the accuracy of any information provided as part of this process. On receipt of this Tender Enquiry the Tenderer must thoroughly check **ALL** of the documentation to ensure that the information referred to has been received.

It should also be noted that in the event that details, statements or clauses in the consultant's drawings and/or specifications contradict and/or conflict with the scope of works, then the Tenderer agrees that the more onerous obligations shall take precedence, subject always to the obligation on the successful Subcontractor, as outlined below not to place GRAHAM in breach of the terms of either the Main Contract by their acts and/or omissions in the performance of the work.

### 2. Drawings Approvals

- Where appropriate, each subcontractor will be issued with 1 copy of any drawings, details, documents and information issued by the Design Team.
- Each subcontractor is required to develop, for GRAHAM'S review and comment, a detailed drawing production schedule where applicable. This must list all drawings that the subcontractor intends to produce. The dates by which each document is planned to be issued for comment and Construction must be shown. The scope and level of detail for each document should also be provided.
- On or before the agreed times, the subcontractor shall submit 1 full size copy and 1 A3 size copy of each drawing and 1 soft copy of any specifications or documents to GRAHAM for distribution to the Design Team and Client's representatives for review and comment.

### 3. BREEAM (inc. Air Permeability & Acoustic Requirements)

Tenderers should note that this Project is required to meet sustainability targets as set out in the Building Research Establishment Environmental Assessment Method 2018 (BREEAM). A rating of "Excellent" has been set as the minimum standard that must be achieved. Details of the BREEAM requirements are contained within **Appendix C**.

To achieve this rating all suppliers and subcontractors must ensure that where required documented evidence of materials and methods employed is provided to ensure that BREEAM credits relating to specific elements of work are awarded. Copies of the BREEAM 2018 Manual, the initial Pre-Tender BREEAM Assessment and the Targeted BREEAM Credits for the project is available for inspection at the project site office.

### 4. Method Statements

No less than 14 days before the commencement of site works, the appointed Subcontractor shall submit a detailed method statement identifying:

- Detailed programme of works, including annotated sketches where required
- Method to control noise and dust, including the introduction, where possible, of low noise activities. Trade Contractors are required to confirm the likely noise output from the equipment/ activities
- Erection Methodology
- Site supervision and organisation

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- Delivering, unloading, hoisting and distribution of materials
  - Distribution, hoisting and removal of rubbish to prevent nuisance, injury or damage to adjoining owners, their occupiers or contents and the public.
  - Setting Out
  - Inspections/Testing
  - Quality Control Procedures
  - Safety and COSHH proposals
    - Detailed Risk Assessments

This method statement will be reviewed for completeness and work will not be permitted to start on site until method statement is deemed appropriate by the Project Manager

#### **5. Setting Out**

GRAHAM will establish two off-set grid lines and two datum's per elevation. Setting out the Trade Contract Works shall be the responsibility of the subcontractor.

#### **6. Protection**

The subcontractors must include for the adequate protection of all installations. This protection must be compatible with site works and trade interfaces. Written agreement must be sought prior to any removal of the protection and an allowance must be made for thoroughly cleaning down the installations following the removal.

#### **7. Quality Requirements for Subcontractors**

The subcontractor must operate a system of quality control, acceptable to GRAHAM which would conform to the requirements of ISO 9001, and will be deemed to have made an allowance, in the tender, for the implementation of an appropriate procedure. It is our intention that all work must be offered, and be signed off as checked and correct, by site management before payments are made. A sample check sheet for the package of works shall be forwarded to GRAHAM prior to commencement so as to indicate the Tenderers understanding of the checks required regarding their package. With this procedure responsibility rests with the subcontractor to ensure that work is put forward for checking. This QA sign off by GRAHAM does negate the subcontractor's responsibility for any defects or non-compliance which are identified later.

You will be expected to use BIM Field 360 to log and record QA on site. Graham will provide the license and you will need to provide the operating equipment (iPad).

#### **8. Inductions / Toolbox Talks**

All Subcontractor employees are required to attend site inductions prior to starting work on the project. Inductions are only carried out at 8:30 am on a Monday to Friday only. Operatives arriving after this time will not be admitted to site.

It should also be noted that GRAHAM will not induct an indefinite number of operatives. Each subcontractor is required to nominate a site operative to attend safety committee meetings and toolbox talks at regular intervals. Attendance at such meetings is compulsory.

Inductions may be completed off site when necessary.

#### **9. Materials Management and Deliveries**

The subcontractor shall be responsible for the delivery, unloading of all materials and plant, complying with GRAHAM requirements relating to site access, traffic control and storage. Deliveries

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must be off loaded directly to the area where they are used to reflect the work sequence. Delivery plans will be reviewed with GRAHAM on a monthly basis. The subcontractor must provide documented confirmation that materials delivered to site as part of their work package, are compliant with the project specification

#### **10. Building Manual incorporating H&S File and O&M Information**

The subcontractor shall provide comprehensive information for inclusion in the Building Manual. This will include H&S documentation, As Built drawings and Operational & Maintenance information and Fire Safety Information manual in CD ROM format as required by the main contract documents. This information must be issued in its entirety to GRAHAM 4 weeks after completion of the work.

#### **11. Maintaining Site Records**

The subcontractor shall maintain such records for all matters related to the works and the subcontractor shall provide any records reasonably requested in order to assist GRAHAM in maintaining records for the project. The subcontractor shall provide to GRAHAM on a daily basis before 10.00am a list of the number of his operatives and staff at the Site together with details of any expected visitors and produce a written weekly summary which shall be handed to GRAHAM at the end of each week. The Subcontractor shall keep records of all materials goods and plant delivered to and/or removed from the site and furnish a copy to GRAHAM on request.

#### **12. Progress Meetings**

Progress meetings will be held on a regular basis on site and the subcontractor should include for having available for attendance the appropriate personnel and for providing and updating the schedules, short term programmes, daily co-ordination discussions, weekly safety, logistics co-ordination, weekly progress reports, design workshops, etc.

#### **13. Working / As Fitted Drawings (Where applicable)**

Tenderers must include for preparing and submitting for approval such workings and / or detail drawings and calculations as are deemed to be necessary to meet the Design Team's requirements, and in sufficient time and in such a manner to meet the Design Team's requirements, and in sufficient time and in such a manner as to enable the subcontract programme requirements to be achieved. These are to be in a format as required by GRAHAM but will typically be in AutoCAD 2010 or later.

#### **14. Clearance of all Rubbish or Debris**

The appointed subcontractor will be fully responsible for clearing away all rubbish or debris associated with or arising from the subcontract works on a daily basis and maintaining the works in a clean and tidy manner and tenderers must include for compliance therewith. Should GRAHAM be required to clear up on your behalf, the cost for so doing would be deducted from your subcontract final account.

#### **15. Codes of Practice on Fire Prevention on Construction Sites**

Tenderers must pay particular attention to the Code of Practice for Fire Prevention on Construction Sites, and include for complying with this code of practice and informing GRAHAM of the name of their appointed site fire co-ordinator prior to commencing on site, and also, where appropriate, submit a Fire Safety Plan to GRAHAM's Fire Safety Co-ordinator.

#### **16. Supervision**

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Tenderers must include for the provision of adequate and competent site supervision, the Supervisor being fully responsible for the control, co-ordination and administration of their activities on site throughout the working day. This supervisor must comply with instructions issued to them by the Project Manager and his team. This supervisor will also be required to maintain copies of all respective drawings, records, instructions, etc, all of which would be accessible at any time, to GRAHAM. In addition, tenderers must include for regular visits to the site, as required by GRAHAM, by one of their principals, in order that the progress of the subcontract works, etc can be discussed and monitored with our Project Management team.

#### **17. Indicative Programme**

The indicative programme start date for the subcontract works will be advised. Notwithstanding the foregoing, GRAHAM will give prior written notice of commencement on site. Any agreed programme for the subcontract works will be inclusive of all holiday periods and would not represent continuous uninterrupted working, but would be phased, sequenced and completed to suit the requirements of the GRAHAM programmes.

#### **18. Insurances**

Tenderers must include for providing and maintaining all necessary insurances required under the terms of the Main Contract and the subcontract and must also include for indemnifying GRAHAM for any damage or loss which is attributable to any act, negligence, omission or default. The subcontractor will be required to provide a Brokers / Insurance letter or certificate confirming the appropriate level of cover is held prior to any sub-contract award.

#### **19. Site Security**

GRAHAM Site Management will confirm specific security arrangements at Pre-start Meeting. It should be noted that regardless of these arrangements GRAHAM accepts no responsibility for any materials, tools, plant or other property of the Tenderer/Subcontractor which is left on site. It shall be the responsibility of the Tenderer/Subcontractor to ensure that proper precautions, including insurances, and security are in place in respect of same.

#### **20. Project Portal**

It is intended to use "4Projects" collaboration portal on the project. **All** subcontractors will be given a log on and will be expected to use the portal as required by GRAHAM. All document issues, design comments etc. must be through the portal. Email transmissions for design comments or issues will not be accepted.

#### **21. Site Working / Site Hours**

Tenderers must include for visiting the site as required and for working to site hours to meet GRAHAM requirements and must also include for any necessary overtime and weekend working which may be required in order to comply with the agreed subcontract programme period. Cognisance must also be taken of the need to comply with any statutory limitations or restrictions as well as the specific prevailing site conditions and restrictions that may affect the execution of the subcontract works as detailed below. Below times are dictated by the Planning Authority

**Construction site opening hours – Monday to Thursday (inclusive) – 8am to 6pm,  
Friday – 8am to 4pm, Saturday – 7am to 1pm (by pre-agreement only)  
Out of hours working may be required at the discretion of GRAHAM.**

#### **22. Site Restrictions**

Tenderers must take full cognisance of the prevailing site conditions and any restrictions arising therein, with particular consideration given to GRAHAM's traffic & pedestrian management plan, site delivery strategy, site security, site rules etc. Upon completion and sign-off of your works package and within 7 days of doing so, you shall remove all materials, cabins, plant, etc from site and leave the area to an agreed state as agreed by the GRAHAM site team.

### 23. Safety/Health/Environmental/Quality (SHEQ)

The appointed subcontractor will be required to provide a copy of their current Safety Policy and for nominating and making available as necessary, the appropriate personnel to attend any Site Safety meetings. The subcontractor will be required to execute their works in compliance with the current environmental laws and legislation.

The subcontractor must comply with the following site-specific safety requirements:

- All operatives must have Construction Skills Certification Scheme (CSCS) or equivalent
- Commitment to excellence in accordance with the Considerate Constructor Scheme
- Compliance with Build health Commitment Statement
- Co-operate with GRAHAM SHEQ Officer during random site inspections
- To undertake bi-monthly inspections with all documentation copied to GRAHAM
- Maintain a clean and clear working environment at all times  
(if required undertake specific clean up as directed by GRAHAM Site Management)
- Compliance with GRAHAM Site Waste Management Plan (SWMP)
- 100% safety gloves and safety glasses/goggles, no rigger boots compliance policy
- Smoking is only permitted in designated areas
- Provision of a full time First Aider (as a full time operative if appropriate) onsite during the subcontract package

In addition, the following will be effective across all operations:

- **Radios / iPods / MP3 players** – These are a distraction and will not be permitted to be used on site, either when for personal use or in site vehicles, and must be turned off when on site.
- **Mobile Phones** – These will only be permitted to be used on site in controlled areas designated by the Site Manager. If a call is received, operatives must make their workplace safe and go to a designated area to take the call. Plant operators must not use phones while operating plant.
- **Personal Protective Equipment (PPE)** – Hard-hats, Hi-Viz vests etc must only display the GRAHAM logo or Sub-Contractors Logo. No other logos will be permitted to be displayed on a GRAHAM site. Subcontractors have a duty to provide their own employees with appropriate PPE. **Safety glasses and gloves to be worn at all times**, no rigger boots allowed
- **Ladders on site** – Ladders will only be permitted on site by prior agreement with the Project / Site Manager. Other systems for working at height are widely available and should be the first choice. The HSE are focusing on safe methods of working at height, and their guidance is that ladders should only be used for short duration work i.e. less than 30 minutes

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duration, low risk work, or where space restricts use of other systems. Ladder use is only permitted under a documented ladder permit.

- **Site discipline** – GRAHAM operate a disciplinary procedure called 3&OUT. Any breaches of health & safety will result in appropriate disciplinary action according to the severity of the breach. Repeated breaches will result in more serious courses of action.

These items and any further are in addition to all legal obligations and regulations expected for the safe execution of the construction works.

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The Subcontractor should make due allowance for the following issues:

Allowance is deemed included in order to fully comply with the site procedures as laid down by the GRAHAM. This will include but not be limited to the following list: -

- Method Statement / Logistics
- Health and Safety
- Quality / Inspection and Test Plan
- Programmes
- Long Lead Items
- Material Shortages
- Information Required / Queries
- Drawings
- Co-ordination
- Meetings – Including daily site walk-rounds.
- Financial
- Testing
- Commissioning
- Handover
- Document Control
- Instructions
- Communication
- O&M Manuals / Record Drawings
- Post-Handover
- Site Rules
- Lift Plans
- Temporary Works Designs
- Traffic Management

## 2.5 Project Programme

A copy of the master construction programme is contained within **Appendix A**

**Please see Work Package ..... on 4P for details.**

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### 3.0. PACKAGE PARTICULARS

#### 3.1 Package Scope

The Sub-contractor shall provide all design (where CDP applies under Section 3.2 below), labour, materials, equipment, supervision, transport, off-loading, distribution, testing and commissioning and all other items necessary to carry out and complete the works. The Subcontract documents as detailed in Appendices A and B to this Tender Enquiry, indicate the general scope of works but do not necessarily fully describe all the work required for the full performance and completion of the Works.

The Scope of Works is hereby described as, and shall include but not be limited to the following packages: The Sub-Contract works include but are not limited to, the supply of all preliminaries, labour, material, PPE and supervision as necessary to carry out and complete the supply and installation of Blinds.

#### **Surveying and Setting Out**

1. Sub-contractor shall survey and ensure the preceding works are in accordance with their requirements/specification and suitable to allow successful commencement of the subcontract works all in sufficient time to maintain programme.
2. Immediately after appointment and in sufficient time to maintain programme, the sub contractor is to survey the existing datum's and any other relevant setting out information received. (only relevant to the stage two tender)
3. Any adjustment to finished levels should be communicated to GRAHAM at the earliest convenience.
4. Make allowance to set out the works, including marking up grid lines for initial set out approval and any datum points required.
5. A survey of the proposed delivery route should be carried out to ensure that the larger elements of plant can be safely transported and physically manoeuvred throughout the site.
6. Provide a photographic schedule of condition to record the condition of the existing and adjoining structures. The final condition of the existing structures will be the responsibility of the sub-contractor. Any concerns shall be made in writing to GRAHAM Construction.
7. Survey and transfer levels as required throughout the duration of works.

#### **Technical and Performance**

1. Comply with all associated consultants' specifications and associated drawings/details
2. Comply with all relevant British and European Standards or approved standards and accepted trade practices.
3. Provide for progressive protection and cleaning of the existing structure and surrounding areas as deemed required by GRAHAM. This is deemed to include all temporary protection during the works.
4. Provide for all necessary approvals as required and for necessary co-ordination to comply with all statutory requirements regarding design, installation and testing.
5. The sub contractor is to supply all equipment necessary to complete the works as described in the contract documents including but not limited to lifting equipment, scaffolding, temporary propping and plant
6. Sub-Contractor to prepare in a timely manner and in accordance with the contract all electronic working/manufacturing/full production drawings, including full dimensional, equipment references, fixings, schedules, calculations etc. In line with the contract documents to GRAHAM construction and design team for approval.
7. Provide all test and inspection sheets as works progress and at individual stages of the construction. (To be agreed with GRAHAM Construction Site Management)
8. No stockpile storage on site. All spoils to be removed weekly

- 
9. Sub Contractor to provide mock-ups, tests and samples as outlined in the specification
  10. Sub contractor responsible for the removal of all rubbish as directed in accordance with GRAHAM environmental policy.
  11. The sub contractor is to provide all collateral warranties as required, including all O&M documentation 2 weeks before project completion of the subcontract works or 4 months before the completion of the project (whichever comes first by date)
  12. Make due allowance for the logistic/hoisting facilities. It should be noted that the main contractor will control the bookings and determine a fair and reasonable allocation but deliveries during normal working may not always be possible (as identified in tender documents section).
  13. Provide all plant to remove arising from pile excavation as required to successfully carryout the pile installations.

### **Liaison and Coordination**

1. Obtain all necessary approvals as required and allow for the necessary co-ordination to comply with all statutory requirements regarding design, installation, testing and commissioning.
2. Liaison and coordination with interface trades. The cost (direct and/or consequential) of return visits and opening up works will not be reimbursed if it arises from the lack of interface/coordination with other trades.
3. Allow for all materials to be palletised or suitable trolleys provided to allow the movement of materials at all times.
4. Copies of materials orders to your suppliers and your supply chain contractors are to be issued to Interior. As part of your agreement with suppliers they are to issue receipt of order confirmation to Interior. Keep a log of all materials orders on site for inspection by GRAHAM
5. All documents should be read in conjunction with the Sub-contractors Procedures Manual issued within these documents.
6. Sub contractor to fully co-ordinate with all interfacing contractors, with regard to detailing, in accordance with the contract documents and best practice.
7. Sub contractor to fully co-ordinate with all interfacing contractors with regard to programming and works on site as directed by GRAHAM.
8. Allow return visits as required to co-ordinate with other trades in relation to the works and commissioning, specifically but not limited to BWIC.

### **Health and Safety**

1. Operate a permit to work in associated areas where required by GRAHAM Construction
2. All 'Hot Works' operations to be fully detailed and confirmed with GRAHAM site management. Permit required prior to any operations commencing on site and fire extinguisher to be located beside areas of work with trained personnel to extinguish any sign of ignition.
3. Provide, maintain and manage, at all times, safety handrails, toe boards and signage.
4. Provide all scaffold as required to safely execute the works including all designs as required under H&S regulations.
5. All equipment to have dust extraction systems installed to protect both users and third parties.
6. Allow for administration, operation and compliance with the Permit to Works/Hot Works Permit System and security regime operated within the building

### **3.2 Subcontractor Designed Works**

The specialist subcontractor is to carry out detailed design and calculations for all aspects of the package design

### **3.3 Specific Package Method Constraints & Interfaces**

1. All offloading and distribution of materials to their required location is the responsibility of the subcontractor. A GRAHAM Construction telehandler will be available on site on a bookable system, but the contractor is aware that sole use is not available
2. Timely return of stillage's and transport crates to avoid stock piling on site.
3. Goods hoist will be available to the centre core of the building, but sole use will not be available.
4. Ensure you have been provided with latest drawings. **All drawings will be available via 4 Projects. No drawings will be emailed.** Drawings which require approval must be uploaded to 4Projects by the subcontractor. Technical Queries must go through the 4Projects TQ task. A protocol document will be issued for information.
5. Survey of the structure in sufficient time for any remedial works to be carried out if required, without affecting installation program.
6. Removal and making good of any temporary fixings.
7. All materials to have temporary protection to reduce risk of damage until the works are handed over.
8. The subcontractor shall handover their works in stages as required / agreed with GRAHAM Construction site sequence.
9. Safety netting and all edge protection as the works package requires.
10. Installer to remove all protective films, labels etc. and clean them prior to handover (sequence TBA with Graham)
11. Samples and mockup panel 5m x 2m to be provided as necessary by GRAHAM Construction or the Architect.
12. Removal from site of any material wastage.
13. Collection and transportation to skip of all waste materials arising from the Sub-Contract Works.
14. 2 weeks prior to commencing on site a full and approved method statement and associated risk assessment are to be issued to GRAHAM Construction for approval. No work to commence until approved method statement have been agreed.
15. Survey of delivery route to ensure that the larger elements of plant and materials can be safely transported and physically manoeuvred throughout the site.
16. Sub Contractor to provide own portable office and store if required in a space supplied by GRAHAM construction. GRAHAM Construction will arrange connection of cabin to site electrical supply.

The tenderer for this work package should take note that other work packages will be progressing onsite at the same time as these work elements.

GRAHAM note that there will be regular interface meetings arranged with the tenderer and the other subcontractors completing the other work packages as directed by the GRAHAM Construction site management team.

### 3.4 Package Programme

The overall project programme time scales are shown on the construction programme (Refer to Section 2.5 and **Appendix A**). Please note that these programme dates are for guidance only and that definitive dates will be confirmed closer to the commencement of the works allowing an adequate mobilisation period.

As a general guide these works shall commence on and be completed as per the attached programme.

Please see work package .....on 4P for details.

Date for Commencement of the Package: Please refer to the attached programme.

Date for Completion of the Package: Please refer to the attached programme.

Visits/Phases: Please refer to the attached programme.

### 3.5 Package Drawing, Specifications and Reports

The subcontractor shall also take note of all the drawing and written information in completing the tender price. The notes/comments are written to assist in pricing and are not therefore an exhaustive explanation. A full list of the relevant drawing and specification documentation is contained as an attachment to the tender enquiry email.

### 3.6 Bill of Quantities / Pricing Schedule

Not provided. Sub-Contractor to provide lump sum quotation based of specification and drawings. Sub-Contractor BoQ may be used for breakdown of lump sum price.

### 3.7 Schedule of Attendances

The following schedule summarises the main responsibilities for the provision of site establishment and attendance for the Subcontract works. The Subcontractor should allow in the preparation of his tender for the provision of those items referred to below. The Subcontractor should contact GRAHAM prior to submission of his tender should any clarification of these items be required.

	<b>GRAHAM to Provide</b>	<b>Subcontractor to Provide</b>
<b>GENERAL</b>		
1. Temporary Roads including Maintenance	✓	
2. Unloading of Materials and Equipment		✓
3. Distribution of Materials and Equipment		✓
4. Hoisting and positioning		✓
5. Water Supply (Single supply only – distribution by subcontractor)	✓	
6. Waste Skips (centrally located)		✓
7. Space for storage of materials/plant	✓	
8. Space for location of temporary accommodation		✓
9. Shared Health & Welfare facilities	✓	
10. Personal Protection Equipment		✓
11. Shared Electricity Supplies – Graham to provide 110vpower to centralised locations for small tools	✓	
12. PAT testing of electrical appliances used by Sub contractor		✓
13. Safety Lighting	✓	
14. Task Lighting		✓

15. Standing Scaffold or Access Equipment		✓
<b>SPECIAL</b>		
16. Special Scaffold / Edge & Fall Protection		✓
17. Telephone/Fax		✓
18. Copying Machine		✓
19. Temporary Office Accommodation		✓
20. Protection of Works		✓
21. Drying the Works		✓
22. Cleaning		✓
23. Wheel Washing Facility	✓	
24. Removal of Rubbish to centrally provided skips		✓
25. Segregation of rubbish for recycling		✓
26. Builders Work		✓
27. Main grid lines & datum	✓	
28. Setting Out		✓
29. Plant/Small Tools		✓

**4.0 FORM OF CONTRACT**

**4.1 GRAHAM Standard Subcontract**

**Please see work package ..... on 4P for details.**

**4.2 Subcontract Collateral Warranty -**

A Collateral Warranty will be required from all Subcontractors who have design responsibilities for all or part of the elements within their Work Package. In such instances the Warranty Agreement will be available at GRAHAM Head Office for inspection.

The specific Agreement and associated documentation must be confirmed, agreed and signed prior to signing of the Subcontract Agreement.

**Please see work package ..... on 4P for details.**

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# APPENDIX A

## PROJECT PROGRAMME

### Programme

**Start Date: - 09/03/26**

**End Date: 31/07/26**

### Programme management

- Adequate resources need to be available to ensure this programme is met.
- A full set of RAMS should be submitted for your works 14 days prior to commencement on site
- A suitable full-time manager / supervisor should be allocated to the project to oversee all your works.
- Weekly review meetings will take place with your contracts manager to review progress, safety, housekeeping and quality.

## **APPENDIX B**

**DRAWINGS & SPECIFICATION FORMING PART  
OF SUBCONTRACT WORK – Attached to tender  
enquiry email**

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## **APPENDIX C**

# **BREEAM EXCELLENT REQUIREMENTS**

# Sub-Contract Negotiation Meeting Minutes (Building)

PF08-PR08-01-F022-B

**Project:**

**Project ID/ Site Code:**

**Date:** 15/01/26

**Purpose of Meeting:**

The purpose of the Sub-Contract Negotiation Meeting is to fully discuss the proposed Sub-Contract Works and to agree mutually acceptable terms and conditions in relation to the execution of the Sub-Contract Works.

It is agreed that should acceptable terms and conditions be negotiated between GRAHAM and the Subcontractor, these minutes shall form part of any sub-contract entered into subsequent to the Sub-Contract Negotiation Meeting.

**Proposed Subcontract Works Package ("the Sub-Contract Works"):**

**Blinds**

**Subcontractor Name:**

Anderson Interiors

**Registration No.**

NI658594

**Registered Address:**

108-114 Moneymore Road, Magherafelt, Co. Londonderry, United Kingdom, BT45 6HJ

**GRAHAM Attendees:** Paul Rush, Cormac McCann, Dani McQuillan, David Henderson

**Subcontractor Attendees:** Garry Buchanan, Mark

## Index

### **SECTION 1 COMMERCIAL**

- 1.1. Personnel Contact Details for Contract
- 1.2 Commercial Details
- 1.3 Project/ Site Specific Information
- 1.4 Schedule of Agreed Attendances
- 1.5 Insurance Cover
- 1.6 Unique Tax Reference Number
- 1.7 Business Realty Test
- 1.8 ROI Project Requirements
- 1.9 Labour Resource Programme
- 1.10 Environmental Sustainability
- 1.11 Quality Assurance
- 1.12 Safety Health Environment Competence Assessment
- 1.13 Any Other Business
- 1.14 Declarations & Acknowledgements**

### **SECTION 2 GRAHAM RULES & EXPECTATIONS**

- 1 Health and Safety Management Requirements
- 2 Sustainability Management Requirements
- 3 Quality Assurance Requirements

You are expected to read the rules and expectations documented in Section 2 and to comply with these requirements whilst under contract for this package of works.

**SECTION 1: COMMERCIAL**

**1.1 Personnel Contact Details for Contract**

<b>GRAHAM Project Team Details</b>	
<b>Title:</b>	<b>Name</b>
Executive Director:	Pat O'Hare
Contracts Director/Manager:	Ciaran Leahy, Contracts Manager
Commercial Manager/Quantity Surveyor:	Brian McHenry, Cormac McCann, Dani McQuillan
Project/Site Manager:	Paul Rush/ Martin Savage
Contract Planner(if applicable):	William Murphy
Others (if applicable):	Design Manager: Sean Langley, Andrew Purdy, David Henderson
	M&E – Craig Bennett
	Site Managers – Robert Spence, Martin Savage
Correspondence issued to: (Name & Contact Details)	Commercial: Brian McHenry, Cormac McCann All other correspondence: all of the above

<b>Subcontractor Project Team Details</b>		
<b>Title:</b>	<b>Name</b>	<b>Contact Details</b>
Director Responsible:	Ian Henry	
Health and Safety Advisor	Ian Beggs	
Contracts Manager:	Gary B	
Quantity Surveyor:	Gary B	
*Site Supervisor:	Martin Douglas	
Contract Planner(if applicable):		
Others (if applicable):	Mark Chesney, Martin Douglas, Trevour Weir	
Correspondence issued to: (Name & Contact Details)	Gary & Mark	
Previous trading names ( if applicable)		

\*Note: Site Supervisor will be on Site at all times for the duration of the Sub-Contract Works to monitor safety, environmental and quality compliance. Any changes to the Site Supervisor role shall be notified to GRAHAM in writing.

## 1.2 Commercial Details

### Main Contract Particulars

Form of Contract:	JCT Design and Build 2016		
Period of Interim Valuations:	Monthly	Defects Liability Period:	12 Months
Liquidated & Ascertained Damages:	£229,500 per week	Method of Measurement:	SMM7
Date of Possession:	5th August 2024	Main Contract Completion Date:	28th August 2026
Main Contract Programme:	108 Weeks		
Environmental Assessment Models	This contract is subject to BREEAM Excellent assessment.		
Considerate Constructors Scheme	This contract will be registered under the Considerate Constructors Award		
Community Benefits Plan	This contract will be carried out in accordance with project specific Community Benefits clauses.		

\* - delete as appropriate

### Sub-Contract Particulars

Form of Contract:	Graham Standard Form		
Basis of Sub-Contract:	The documents set out in and enclosed with the Tender Enquiry Document, together with the following further information issued during the tender process:  Tender enquiry document, drawings, blinds schedule.		
Does the Subcontractor have any design responsibility?			No
If 'Yes' specify:			
Does the Contract specify the output format for the Subcontractor design information? (BIM)			No
If "Yes" please specify:			
Collateral Warranties Required:			No
If Yes, has the Subcontractor agreed to the terms of the Collateral Warranties?			No
Parent Company Guarantee Required:			No
Contract Guarantee Bond	*Required/Not Required	£	

[** Approval of Bond Provider will be required if rating is below "A-"]	(if required specify amount and identity and rating of Bond Provider)	Bond Provider:  Rating**:
If a Contract Guarantee Bond is required, has the Subcontractor agreed to the terms of the Contract Guarantee Bond?		No
Sub-Contract Sum:	£82,931.59  <del>*Fixed Rates / Prices /</del> Fixed rates and prices  Discount Terms: 2.5%	
Are quantities subject to remeasurement?		No
Period of Interim Valuations:	Monthly	Retention: N/A
Will Interim Valuations be submitted via the "Subcontractors Payment Application Portal"?		No
<p>Tender Analysis: (Subject to above discount terms)</p> <p>Note: Overheads and profit % will be applied on nett costs , i.e. inclusive of all tender discounts</p> <p>For information only and without prejudice to Clause 18(i) of the Sub-Contract Conditions</p> <p>Tender Analysis: (Subject to above discount terms)</p> <p>Note: Overheads and profit % will be applied on nett costs, i.e. inclusive of all tender discounts.</p> <p>For information only and without prejudice to Clause 18(i) of the Subcontract Conditions.</p>	<p>Labour Total</p> <p>Labour Hourly rate</p> <p>Materials Total</p> <p>Plant Total</p> <p>Design Total</p> <p>Prelim Total</p> <p>Subcontract Total</p>	<p>£</p> <p>£TBC /hour</p> <p>£</p> <p>£</p> <p>£</p> <p>£</p> <p>£</p>
Comments:	<p>Plant Overhead and Profit Rate 10%</p> <p>Material Overhead and Profit Rate 10%</p>	
Site Works Target Start Date:	9 <sup>th</sup> March 2026	
Periods for Completion	20 Weeks, 31 <sup>st</sup> July 2026	
Commencement Window is between:	<p>45 days prior to the Site Works Target Start Date</p> <p>45 days after the Site Works Target Start Date</p>	

\* - delete as appropriate

### 1.3 Project/ Site Specific Information

Site Restrictions:	<p><b>City Centre Site</b></p> <p><b>Access to site through turnstile on Dublin Road</b></p> <p><b>Access/Egress for deliveries Marcus Ward Street</b></p> <p><b>Site will be surrounded by hoarding</b></p> <p><b>Residential places beside site</b></p>
Conditions for access to Site.	<p>This project has been defined as a project that requires the need to work unsupervised in areas occupied by children or vulnerable adults. Your employees MUST be vetted by the relevant authority to gain access to Site.*</p> <p>Reference should also be made to Section 2 GRAHAM Rules and Expectations and in particular to H&amp;S Statements 11 &amp; 12</p>
Working Hours:	<p><b>7am 6pm Monday Thursday, 7am -4pm Friday, weekends as and when agreed</b></p>

\* - delete if not applicable

### 1.4 Schedule of Agreed Attendances

Attendance Item	Terms & Conditions
Welfare facilities	GRAHAM
Personal Protective Equipment	ANDERSON INTERIORS
Scaffolding/Edge Protection or Fall Protection	N/A
Access	ANDERSON INTERIORS
Unloading	ANDERSON INTERIORS
Storage	N/A
Distribution	GRAHAM by hoist, ANDERSON INTERIORS distribute
Craneage	N/A
Power / Lighting	Main GRAHAM, Task ANDERSON INTERIORS
Water	N/A
Drying the works	N/A
Cleaning (keeping your working area tidy of materials arising from the Sub-Contract Works)	ANDERSON INTERIORS
Protection	N/A
Setting out	As per drawings, ANDERSON INTERIORS measure

Builders work	N/A
Small plant/tools	ANDERSON INTERIORS
Temporary works	N/A
Removal of waste (associated with the Sub-Contract Works)	ANDERSON INTERIORS
Others (please specify below)	N/A

**1.5 Insurance Cover**

Minimum acceptable EL/PL limits of indemnity are as follows for all Subcontractors:

	Subcontractors not using Heat		Subcontractors using Heat (e.g. plumbers, electricians, roofers etc.)	
	UK	Rol	UK	Rol
EL	£10M	€12.7M	£10M	€12.7M
PL	£1M	€1.27M	£5M	€6.35M
a) EL cover			Yes	No
b) PL cover			Yes	No
c) Insurer	Willis Insurance & Risk Management			
d) Expiry Date of Cover	30 <sup>th</sup> October 2026			
e) Is the Subcontractor’s insurance cover sufficient (i.e. free from restrictive endorsements) for the Sub-Contract Works to be carried out?				
Are there any height restrictions?			Yes	No
Are there any depth restrictions?			Yes	No
Is there a use of heat clause?			Yes	No
Other				

**\*\*Please note that all insurance details must be accepted & approved by GRAHAM prior to the Sub-Contract being awarded. Valid insurance must be in place at all times whilst working on Site.**

**Subcontractors with design responsibility must complete the following section:**

a) Have you Professional Indemnity Cover?	£ N/A	Either: <ul style="list-style-type: none"> <li>for any one occurrence or series of occurrences arising out of any one event*</li> <li>in the aggregate for any one period of insurance*</li> </ul>
b) What level of cover is required?	£	Either: <ul style="list-style-type: none"> <li>for any one occurrence or series of occurrences arising out of any one event*</li> <li>in the aggregate for any one period of insurance*</li> </ul>
c) Period for which cover required		
d) Is the Subcontractor's cover sufficient?		Yes / No

\* - delete as appropriate

**Annual Renewal Dates for Insurances:**

EL Cover	30 <sup>th</sup> October 2026
PL Cover	30 <sup>th</sup> October 2026
Professional Indemnity Cover	N/A

**1.6 Unique tax reference number**

Is the Subcontractor a Limited Company?	Yes
Does the Subcontractor have a U.T.R. Number?	Yes
Are payments made Gross / Nett?	<b>Gross</b>

In the event of deduction of tax, no allowance can be made for external hired plant or material without proper authentication. Plant owned by the Subcontractor is liable for deduction of tax.

**1.7 Business reality test**

**(\*\*NOTE: Business Reality Test does not apply to Limited Companies. Refer to 1.6)**

The purpose of this test is reasonably to establish and assess the employment status of prospective Subcontractors who do not provide substantial materials as part of this works package.

1 Is the Subcontractor VAT registered?	Yes / No
2 Does the Subcontractor have a business bank account?	Yes / No
2.1 Confirmation letter required from Subcontractor's bank – has this been provided?	Yes / No
3 Does the Subcontractor have a current employer's liability insurance policy?	Yes / No
3.1 Have the required details been provided as required under Clause 4.3 of the General Conditions of the GRAHAM Short Form Sub-Contract?	Yes / No
4 Does the Subcontractor have a current public liability insurance policy?	Yes / No
4.1 Have the required details been provided as required under Clause 4.3 of the General Conditions of the GRAHAM Short Form Sub-Contract?	Yes / No

5	Is the Subcontractor providing plant and or tools as part of this works package?	Yes / No
6	Is the Subcontractor to be paid by measurement	Yes / No
6.1	If No: How is the Subcontractor to be paid? _____	
7	Will retention be deducted in accordance with Clause 5.1 of the Special Conditions of the GRAHAM Short Form Sub-Contract?	Yes / No
8	Has the Subcontractor identified a Site Supervisor in the Sub-Contract in accordance with the Sub-Contract?	Yes / No
9	GRAHAM has no obligation to provide work beyond the Completion Date stated in the GRAHAM Short Form Sub-Contract nor is the Subcontractor under any obligation to accept any such work. Agreed?	Yes / No
10	Subcontractor acknowledges his responsibility to substitute and/or delegate his workforce as required and as necessary.	Yes / No

If any of the Subcontractor’s responses to the previous ten questions are “No” the Contracts Director/Manager and the Commercial Manager/Managing QS shall agree measures to be taken by the Subcontractor prior to award of this Sub-Contract.

**1.8 ROI Project Requirements**

Union cards for employees provided?	Yes	No
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**1.9 Labour Resource Programme**

The following is an estimation of the labour resource to be used to complete this work package.

Note: - A full labour resource programme must be provided on the award of the Sub-Contract, in accordance with the Sub-Contract.

Trade	Month												
	1	2	3	4	5	6	7	8	9	10	11	12	
Max 3 men on-site at a time													

(Must be compared to total labour – see 1.2.2)

**1.10 Environmental Sustainability**

Please read “Graham Environmental Sustainability Requirements” when completing this section

Has the Sub-Contractor read the GRAHAM Environmental Sustainability requirements document?	Yes
Does the Sub-Contractor agree to work toward best practice in Environmental Sustainability and comply with the provisions set out within the GRAHAM Environmental Sustainability Requirements Document?	

### 1.11 Quality Assurance

**For all subcontracts complete the following.**

For Key Work Packages - Concrete/ Roofing / Fire Stopping / Intumescent Paint / Fire Rated Plasterboard Partitions / SFS / Curtain Walling / Rain Screen Cladding, complete the additional work package checklist available on IMS and append to these Subcontract Negotiation Minutes and include in the Subcontract.

Has the relevant NBS Specification (NBS Ref: _____ ) been reviewed with the subcontractor?	Yes	X	No	
Is the subcontract tender offer fully compliant with the NBS specification?	Yes	X	No	
Alternative accepted by client.				
Note any areas of non-compliance.				
How will areas of non-compliance be resolved?				
What proof of quality / inspections / tests are required by the specification?	Certification to be forwarded, fitted and offered over to Graham and sign-off			
Will material manufacturer provide on site quality inspection. (Copies of inspections to be issued to GRAHAM as soon as undertaken)	Yes		No	X
Does the specification require any sample works/products to be approved prior to the Sub-Contract Works beginning on Site?	Samples downstairs in meeting room			
Will training be given to operatives by the subcontractor or material manufacturer prior to beginning the works?	All fully trained prior coming to site			

GRAHAM expect all necessary checks, inspections and tests are to be undertaken, with records and/or reports issued, to demonstrate to GRAHAM that the work has been undertaken in compliance with the specification and also the applicable manufacturers/suppliers installation requirements. The default position is that the supply chain use GRAHAM Autodesk Construction Cloud system to record quality inspections. If there is a failure to provide records demonstrating compliant installation, GRAHAM reserve the right to withhold a proportion of payment until this information is being consistently provided.

GRAHAM require that material traceability evidence is provided by the subcontractor. On a monthly basis various materials in use will be chosen for a traceability check. This will be undertaken via an Autodesk Construction Cloud checklist that will require the following information to be appended (i) Agreed specification reference (ii)

Technical Submission acceptance (if applicable) (iii) Proof of order (iv) Delivery docket (v) Photos showing proper and appropriate storage of the materials.


**Building Safety Act – Supply Chain Competence – Structure/Structural Support/Fire package works**

Is the Sub-Contractor undertaking or interfacing with any of the following as part of their Sub-Contract Works.

Applies: Yes/No [Please indicate]

Types of Structure/ Structural Support/ Fire Safety Installations (list is not exhaustive)

<ul style="list-style-type: none"> <li>• Piling</li> <li>• Foundations</li> <li>• Structural Frame - Concrete</li> <li>• Structural Frame – Steel</li> <li>• Structural Frame – Other</li> <li>• Structure - Precast</li> <li>• Structural Framing System (SFS)</li> <li>• Masonry Support Angles</li> <li>• Cladding – Metal</li> <li>• Cladding – Other</li> <li>• Brickwork</li> <li>• Windows &amp; Curtain Walling</li> <li>• Parapets and cappings</li> <li>• M&amp;E plant and overhead support</li> <li>• Balustrading</li> </ul>	<ul style="list-style-type: none"> <li>• Intumescent paint/coatings to steel or timber</li> <li>• Intumescent boardings/encasements</li> <li>• Intumescent fire and smoke sealing of penetrations</li> <li>• Smoke ventilation</li> <li>• Fire and/or smoke dampers and ductwork</li> <li>• Fire doors (steel or timber)</li> <li>• Sprinkler systems</li> <li>• Fire/smoke detection and alarms (inc. void detection)</li> <li>• Escape &amp; Fire Fighting Lifts</li> <li>• Cause and effect design</li> <li>• Fire/smoke suppression systems</li> <li>• Fire curtains/Screens</li> </ul>
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For all of the above works (or other project specific packages that are Structural / Structural Support / Fire related), to ensure legal compliance with the Building Safety Act 2022, the sub-contractor MUST complete and supply the information noted within  [Graham Supply Chain Competence Check Form.pdf](#). In addition, the competence of person responsible within the sub-contractor organisation to check and sign-off on the quality of their works, must be checked. This is to be provided via the above noted form and discussed at the pre-start meeting with GRAHAM Quality Manager and Project Manager. (Once complete it should be stored on 4 Projects. Liaise with the Digital Team.)

The Sub-Contractor declares that, and without exception, all structural and fire safety related design will be undertaken so that the final design will be fully compliant with the Building Regulations and all other applicable standards and that all installations within the Sub-Contract Works or subsequently instructed by GRAHAM as a Variation, will be completed by a fully trained and accredited/certified installing operative(s). Evidence of training and certification will be checked.

Chosen Sub-Contractors where applicable **must be members of the following organisations or similar.**

(Note: If a Sub-Contractor presents with a differing membership, please check with the Head of Quality Development and/or the Regional Building Services Director before proceeding)

### Active Life Safety Systems

Fire Detection System



Sprinkler Systems



Smoke Clearance



### Passive Fire Safety Installation

#### **Fire Doors – Manufacturer’s:**



BWF-Certifire (BWF – The British Woodworking Federation)



Exova BM TRADA Q Mark



INTERNATIONAL FIRE CONSULTANTS LIMITED  
International Fire Consultants



Loss Prevention Certification Board (LPCB)

#### **Fire Door – Installers:**

Fire Door Installation



#### **Fire Stopping and Intumescent Paint:**



Exova BM TRADA Q Mark



INTERNATIONAL FIRE CONSULTANTS LIMITED  
International Fire Consultants



Loss Prevention Certification Board (LPCB)

### Sub-contractor Declaration of Compliant Construction

In order for GRAHAM to fulfil the requirements of the Building Safety Act 2022, upon completion of the sub-contract works a Director / other company officer, is required to sign a declaration confirming that the works have been undertaken in accordance with the Building Regulations and Sub-Contract obligations. This is contained within Schedules of the GRAHAM Sub-Contract.

**1.12 Safety Health Environment Competence Assessment**

GRAHAM has a duty through legislation to assess the safety, health and environmental competence of the Subcontractors it employs. In order for GRAHAM to meet this duty an assessment questionnaire and where applicable, past performance, will be used to determine the Subcontractor’s safety, health and environmental competencies.

Has the competence assessment been completed within the last 12months?	Yes	No
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SEQ to be done prior to starting work.

If No, to above, has the competence assessment been issued?	Yes	No
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If Yes, to above, are there any material difference since your last assessment questionnaire was completed? If yes, please list below.	Yes	No
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If there is a failure to provide records or any information reasonably requested to allow GRAHAM to fully assess and process the Safety Health Environmental assessment (the SEQ), **GRAHAM will withhold payment** until this information has been provided to the satisfaction of GRAHAM SHE Department.

**Note:**

If this Sub-Contract is for a Government sponsored project in Northern Ireland, the Subcontractor must provide evidence of compliance with the requirements of the BuildSafe Initiative. Refer to Section 2 GRAHAM Rules & Expectations - H&S Statement 3 - Evidence of Competence.

Further information can be viewed at the NI Direct Department of Finance & Personnel website <http://www.dfpni.gov.uk/buildsafe-ni>

**1.13 Any Other Business (continue on separate pages as necessary)**

O&M Manuals – New system (E-Docs) that allows users to upload information by dragging and dropping into ready-made folders. The submission dates stated within the system and using this system are subcontract requirements. Failure to upload required information within the given timeframes will disrupt the release of payment of monies due. Subcontractors can advise who their appointed person/persons are, and they will be given access to the system and training on how it works.

Subcontractor Inductions – Please note, any operatives employed to carry out works by the subcontractor must be directly inducted by the subcontractor before commencing works on site. Signed records of inductions must be provided to the GRAHAM site team along with the RAMS (which are to be signed up to in the presence of a GRAHAM site team member) – these are to be in place before access to site is granted. Upon arrival to site, they will receive the standard GRAHAM online site induction.

**1.14 Declarations & Acknowledgements**

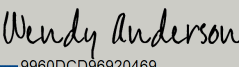
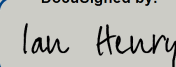
**By agreeing to comply with the following statements you are demonstrating your commitment to undertake the Sub-Contract Works by implementing safe systems of work required by GRAHAM.**

1	We agree to comply and adhere to the requirements of all relevant regulations with regard to health and safety and with the requirements of GRAHAM Rules & Expectations as described in Section 2 of this Document.
2	We further agree to provide Method Statements and Risk Assessments as detailed in H&S Statement 9. We understand that the Sub-Contract Works will not be permitted to commence until the necessary Method Statements and Risk Assessments are in place and have been communicated to, and understood by, the appropriate operatives. (This communication is to be done by the Subcontractor’s Site Supervisor and an attendance sheet provided to the GRAHAM Site Manager.)
3	We understand that GRAHAM is entitled to recover all costs resulting from delay to the Works due to breaches of either health & safety rules or regulations by the Subcontractor or its operatives, or lack of provision of Method Statements or Risk Assessments by the Subcontractor.

**The Subcontractor must also take note of the following.**

- Payment cannot be made until the Sub-Contract Documents are executed by the Subcontractor and a written acknowledgment has been issued by GRAHAM that these documents have been received and accepted.
- The commencement of any part of the Sub-Contract Works by the Subcontractor shall constitute acceptance by the Subcontractor of the Form of Agreement, Sub-Contract Conditions and Sub-Contract Documents (each as defined within the Tender Enquiry Document) and acceptance of the same shall constitute the Sub-Contract between GRAHAM and the Subcontractor.
- The Subcontractor must act only on information, instructions, etc. issued by GRAHAM in respect of the Subcontract Works.
- The Subcontractor is regularly to check the GRAHAM Drawing Register to ensure that the Sub-Contract Works are being carried out in accordance with the latest drawing registered.
- GRAHAM is authorised by HMRC to use the self-billing arrangement, in consequence of which you must not issue tax invoices or authenticated receipts for the financial transactions covered by this Sub-Contract. Should your VAT registration be cancelled or if you are issued with a new one, you must notify GRAHAM immediately.
- GRAHAM has *an* anti-fraud, corruption and bribery policy entitled “Fraud, Corruption and Bribery Prevention Procedures” to which officers, directors and employees of GRAHAM must adhere. Our supply-chain partners and Subcontractors must adhere to this policy. Copies of this policy are made available on request.

GRAHAM and the Subcontractor accept that the details contained in this document accurately reflect the issues discussed and agreed and further agree that this document shall form part of any Sub-Contract which may be entered into between GRAHAM and the Subcontractor.

<p>Signature on Behalf of GRAHAM:</p> <p><small>DocuSigned by:</small>    <small>9960DCD96920469</small></p> <p>Date: 02-02-2026</p>	<p>Signed on behalf of Subcontractor:</p> <p><small>DocuSigned by:</small>    <small>6C02F915A2B042A...</small></p> <p>Date: 02-02-2026</p>
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## SECTION 2: GRAHAM RULES & EXPECTATIONS

### RULES AND EXPECTATIONS

At GRAHAM we realise that our success as a business depends on good working relationships with our supply chain. To ensure that we operate a sustainable and profitable business, we have established cooperate values that govern the way we operate as an organisation. These corporate values are **TEAMWORK PERFORMANCE OPENNESS INNOVATION & RESPECT**. To help us comply with these organisational aspirations, we need you, as a member of or supply chain, to embrace the rules and expectations explained in this Section. Working in partnership is good for our business and good for your business.

#### 1 Health & Safety Management Requirements

##### H&S Statement 1 - Site Inductions

All visitors to Site must report to the Site office and make themselves known to the GRAHAM Site Manager. Upon agreement with the GRAHAM Site Manager, and subject to correct PPE and suitable supervision being available from the party to be visited, visitors may be escorted on Site by your supervisor without attending the full site induction, provided they are accompanied at all times. Your supervisor is responsible for informing the visitor of any Site hazards and escorting the visitor in a safe way.

All Subcontractors' operatives **must** attend the Site induction before commencing work on their first day on Site. GRAHAM will conduct specific Site inductions for all operatives between 8am and 8.30am or as agreed with the Site Manager. All Subcontractors' operatives must obey the Site specific rules communicated to them at induction and also any instruction given to them that enables GRAHAM, to comply with Health and Safety legislation.

Subcontractors who arrive after the specified induction time without prior agreement or notice may be liable for costs incurred due to delay in trades commencing work until inductions have been undertaken.

All operatives and visitors must sign the daily Site attendance register.

##### H&S Statement 2 - Consistent Workforce

From our experience, it is usual for a Subcontractor workforce with a high turnover of employees on Site not to be familiar with the working environment and the safe systems of work implemented.

We want a consistent workforce who knows the Site rules and who understand the safe systems of work on Site. If we consider you are providing an unreasonable number of new employees on Site that as a result are not familiar with the Site safe systems of work, we will inform you, request that you take actions to deliver a consistent workforce and we will charge you the sum of £30/€40 for each new employee inducted which will be levied against your account.

##### H&S Statement 3 - Evidence of Competence

Subcontractors must provide competent operatives on this project in order to achieve the high standard of health & safety standards expected.

Subcontractor's employees must have evidence of having attended an industry recognised safety awareness programme, e.g. Safe Pass/ CSR/ CSCS/CTA/CPCS, etc. and must bring this evidence to Site for inspection at Site induction. Operatives will be excluded from Site where possession of these documents is a legal or contract requirement.

### Buildsafe NI Initiative requirements

If you are awarded a sub-contract that falls under the Buildsafeni initiative, all your employees must have received appropriate health and safety training, and individuals with Site supervisory or management responsibilities must have received suitable, additional health and safety training.

If you are awarded a sub-contract after December 2011, a requirement of the Buildsafeni initiative is that GRAHAM must appoint first tier Subcontractors (with 10 or more employees) who have a health and safety management system certified by a 3rd party.

### For ROI contracts.

Operatives in the trades listed below must possess additional competency cards from FAS, or confirmation in writing from FAS of an acceptable equivalent.

- Scaffolding – basic
- Scaffolding – advanced
- Tower crane operation
- Slinging/Signalling
- Telescopic Handler Operation
- Tractor/Dozer Operation
- Mobile Crane Operation
- Crawler Crane operation
- Articulated dumper operation
- Site dumper operation
- 1800 Excavator operation
- 3600 Excavator operation
- Roof and wall cladding/  
Built up roof felting
- Mobile tower scaffold (where the person has not been trained in basic or advance scaffolding)
- Signing lighting and guarding on roads
- Locating underground services
- Shot firing

### **H&S Statement 4 - Work Equipment**

You are legally required to use work equipment that is fit for purpose, safe for use and inspected at suitable intervals to ensure it remains in a safe condition. Your portable electrical equipment must also be regularly tested to ensure it is safe to use.

If, upon request, you are unable to provide suitable evidence of work equipment inspection and testing, work activities will be stopped.

### **H&S Statement 5 - PPE and work clothing**

All Site operatives on this project are required to wear appropriate PPE for the risk. The minimum requirement is boots, high visibility vest and hard hat. High visibility clothing should be marked with the Subcontractor logo, the GRAHAM logo or should be blank. Subcontractors will be contra-charged if your employees are supplied with GRAHAM logo PPE.

No sporting team jerseys, emblems or symbols that could be deemed offensive to be worn at any time whilst on Site. Work clothing should be appropriate to the work. Due to the potential fire risk from tracksuit trousers / shell-suit trousers / jogging-style trousers, these types of work clothing are not permitted to be worn on site.

### **H&S Statement 6 - Work Distractions**

To eliminate distractions from hazardous activities on this project, mobile phones will be only be permitted for use in designated areas as directed to you by the Site Manager.

### **H&S Statement 7 - GRAHAM Safety Discipline System**

GRAHAM operates a strict 3&OUT discipline system on all sites. Any Subcontractor operative in breach of health and safety rules will be disciplined according to the severity of the breach. Disciplinary action will range from a verbal warning to suspension from Site. The 3&OUT disciplinary procedure will be implemented on Site and you, as the Subcontractor are expected to comply with its implementation. A copy of the GRAHAM 3&OUT discipline procedure is available on Site and a copy can be made available upon request.

### **H&S Statement 8 - Reporting Unsafe Acts or Conditions**

Your employees and any Subcontractors you appoint are encouraged to report any unsafe acts, conditions or use of unsafe work equipment to the GRAHAM Site Manager.

### **H&S Statement 9 - Method Statements & Risk Assessments**

Subcontractors must prepare comprehensive and Site specific method statements and risk assessments for their element of the Works. These must be provided in advance of their work commencing on Site and must address the points shown below:

- Sub-Contract name and location and description of work
- Name and contact number of the Competent Supervisor (who must be present on Site at all times)
- Training and qualifications of proposed operatives
- Sequence and detail of work
- Identified hazards and control measures
- Access and egress arrangements (including emergency arrangements)
- Plant to be used and proof of competency for named operators
- Protection for the public (where applicable)
- Environmental considerations (noise, vibration, waste management, etc. and records of training for employees undertaking work that could be environmentally damaging)
- Personal Protective Equipment

### **H&S Statement 10 - Ladder Usage Restrictions**

The use of ladders and step ladders will be restricted on site. You will only be permitted to use ladders or step ladders when no other practical method of accessing areas at height is appropriate. You will be required to demonstrate this principle by completing a "ladder permit" authorised by the Site Manager or his nominee.

### **H&S Statement 11 - Alcohol & Substance Abuse**

Alcohol and substance abuse on all construction sites will not be tolerated. Anyone suspected of or found to be under the influence of alcohol or substance abuse will be immediately suspended from Site pending investigation. As stated in the "GRAHAM Alcohol & Substance Abuse Policy" we reserve the right to conduct planned and random Alcohol/Substance Abuse testing. You will be required to familiarise yourself with the full extent of the GRAHAM Alcohol & Substance Abuse Policy. A copy can be made available upon request.

### **H&S Statement 12 - Access to Site**

Any person unable to provide the necessary documented evidence of vetting as required under *Safeguarding Vulnerable Groups (NI) Order 2007*, *Protection of Vulnerable Groups (Scotland) Act 2007*, and the *Safeguarding Vulnerable Groups Act 2006 - England & Wales*, will not be permitted to start work on Site. This vetting is required where operatives are required to work in an area with unsupervised contact with children or vulnerable adults.

### **H&S Statement 13 - Generating Heat**

Within the GRAHAM insurance policy, it requires that you complete a hot work permit before you undertake a task that will generate heat. It should be noted, that you are required to have **two** fire extinguishers available during work activities that generate heat.

## **H&S Statement 14 - Working on Network Rail Infrastructure Projects**

If part of your work activities involve you to work on near a live Network Rail track, you will be required to comply with the stringent Network Rail safety protocols and be Link up approved or assessed by an assessment scheme equally rigorous as the Link up scheme. All plant and equipment falling into the scope of Network Rail guidance document NR/CS/ACC/029 is to be approved by Network Rail prior to use.

You are required to maintain and periodically review an approved supplier list for the product, plant and services you provide for Network Rail Infrastructure Projects.

You should be aware that to work on near a live Network Rail track, your employees will be required to:

- Wear full upper and lower body high visibility clothing and other PPE that meets the Network Rail's standards
- Have ownership of a current PTS card
- Make yourself available for drugs and alcohol testing when requested.
- Apply in good time for a Track Visitor Permit (TVP)
- Attend all relevant Task briefings for Safe Systems of Work (SSOW) / Method Statements
- Comply with all site rules and Network Rail Infrastructure health and safety requirements.

## **H&S Statement 15 - Site Welfare and first Aid**

Where it has been agreed, you will be able to avail of the welfare facilities on site. You will be expected to use and maintain these facilities in such a way that they remain clean and safe for use. If any of your employees are found to be damaging these facilities or failing to maintain them in a clean and safe condition, they will be subject to disciplinary action by the site management.

You as an employer will be expected to comply with the requirements of the First Aid at Work Regulations. You will be expected to provide a competent employee to who has been trained in First Aid at work, who will remain on Site when your employees are working.

## **2 Sustainability Management Requirements**

Within our Sustainability Procurement Policy we state that through our process of procurement we will take into account the social, economic and environmental impact that such purchasing has on people and communities. This sustainable procurement policy is achieved through consideration of what products are made of, where they have come from, who has made them, how they are transported and how they are eventually disposed of.

You are also required to play your part in contributing to GRAHAM's Sustainability Procurement Policy. Where possible, you should;

(see overleaf)

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Define your policy for;

- Sustainability purchasing/ green procurement policy.
  - Equal opportunities for employees.
  - The protection of the health and safety for your employees.
  - The ongoing professional development of your employees.
- 

Materials

- Purchase timber sourced from sustainable forest and be able to demonstrate a chain of custody.
  - Purchase materials and equipment that minimises the impact on the environment.
  - Support fair trade procurement where practical and possible.
  - Source materials locally.
  - Design products or services that minimise the impact on the environment if you have design responsibilities.
- 

People

- Support in your procurement processes local social enterprises, voluntary/charitable sectors and ethnic minority businesses.
  - Provide employment benefits/incentives for employees.
  - Provide training for apprenticeships and long term unemployed in your area.
- 

Supporting local communities

The Considerate Constructors Scheme and/or a Community Benefits Plan may be applicable on this project. These initiatives are supported by GRAHAM to positively improve the image of the construction industry and to drive improvement in the way we operate our business by managing our impact at a local level. As part of the award of this Sub-Contract, you will be expected to assist GRAHAM in our participation of these or other initiatives specified in the Main Contract for the project.

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Assistance from GRAHAM's Sustainability Co-ordinator can be provided to help with understanding the GRAHAM Sustainability requirements

### **3 Quality Assurance Requirements**

#### **Quality Assurance Statement**

GRAHAM takes great pride in our long-standing reputation of providing the highest quality standards to our customers and as such we expect the same high standards from our Subcontractors.

GRAHAM has a quality management system assessed and registered against ISO 9001:2015 – See policy on following page. Accordingly, Subcontractors are expected to co-operate with this policy and comply with its requirements.

We expect you to undertake all necessary checks, inspections and tests to ensure work is completed to the highest possible standard – the overall aim being to achieve handover with zero defects.

We expect you to deal with any snags/ defects swiftly so as not to impact on the periods for completion stated in Schedule 4 to the Sub-Contract Conditions.



## Quality Management Policy Statement 2025

It is the objective of John Graham Construction Ltd. ("GRAHAM Construction") undertaking Building, Civil Engineering, Interior Fit Out and Design and Build projects to develop a sustainable business that delivers the needs of our clients and stakeholders. This will include a commitment to satisfying all applicable requirements in relation to these works e.g. contractual requirements/ legal requirements/ specifications etc.

To facilitate this objective and to assist with the achievement of our strategic objectives, we have developed and documented an Integrated Management System to ensure we consistently meet our client's expectations and specification requirements and strive to surpass these where practicable and get it Right First Time.

This Integrated Management System has been successfully assessed and registered to the provisions of ISO 9001 :2015.

The system incorporates all aspects of GRAHAM Construction's activities, including organisation, delegation of authority and arrangements to audit both GRAHAM Construction's own activities and those of their suppliers and sub-contractors.

In this way, GRAHAM Construction seeks to monitor, analyse and continually improve both the effectiveness of the quality management system and the activities of the organisation as a whole.

All staff charged with managerial responsibility are required to ensure that:

Work carried out under their control complies with the specification, including work undertaken by sub-contractors.

Staff under their jurisdiction are familiar with the requirements of the quality system relevant to their work, that they have access to all applicable procedures and that they have read and understood these instructions.

Staff assigned to individual projects are adequately qualified and experienced in their relevant technical discipline to perform duties in a satisfactory manner.

Senior management shall establish, promote, monitor and report against quality objectives with a view to improving the overall performance of GRAHAM Construction.

These objectives shall be reviewed at each annual review meeting to ensure continuing suitability.

ANDREW BILL

Group Chief Executive Officer  
John Graham Construction Ltd.

**GRAHAM**

Date of Issue: January 2025 / Date of Review: January 2026

GRAHAM is committed to delivering measurable social impact within the communities in which we operate. To build on the success achieved to date, we require the active participation of our supply chain partners in supporting and evidencing social value delivery.

As part of your contractual obligations, you are required to provide accurate and timely information regarding any social value activities undertaken in connection with your work on GRAHAM projects. This may include, but is not limited to, initiatives related to local employment, apprenticeships, training, community engagement or charitable contributions. This data is critical to ensuring compliance with Client and Stakeholder requirements, as well as enabling GRAHAM to demonstrate the collective social impact delivered through our projects. We appreciate your co-operation in meeting this requirement and look forward to working together to maximise the positive outcomes for the communities we serve.

<b>Project:</b>				
<b>Sub-Contractor:</b>	<b>Type of Package:</b>	<b>Value:</b>	<b>Start Date</b>	<b>End Date</b>
<b>New Job Opportunities</b>				
<i>(type of role, when will recruitment will start, number of opportunities. <u>New Start employees</u> e.g. name, date of employment, role, where candidate was sourced from)</i>				
<b>New Apprenticeships</b>				
<i>(Information on apprentice e.g. Name, type of apprenticeship, course durations, copy of apprentice registration form, where you sourced the candidate)</i>				
<b>Work Experience</b>				
<i>(Support a week long work placement?)</i>				
<b>Community or Charity Support</b>				
<i>(Community Enhancement e.g. provide resources for community facilities. Donations to Food bank. Donations to community groups)</i>				

**Sub-contactor**

Name.....Signature.....Date.....

## Social Impact Requirements

PF12-PR12-06-F001

### Project Name: Dublin Road

GRAHAM is committed to providing sustainable employment and training within the Construction Industry.-We wish to build on our success to date and make a difference by contributing to the Communities within which we work.

It is also a requirement of this project that the principal contractor, together with the supply chain partners, deliver the project social value targets. Supply chain partners appointed on the *Dublin Road* are required to support GRAHAM in order to achieve the targets set within the project requirements.

Supply chain partners are required to discuss these targets during the contract negotiation process. ***Below is a list of community targets that are required on this project.***

#### Details Of Requirement

- Provision of **9** new apprentice opportunities (**936** apprentice weeks)
- Provision of **10** non-apprentice employment opportunities (continued employment 52 weeks)
- Paid employment for **2** people with disabilities
- Student Placement / Professional Trainee **2** (208 weeks)
- Work experience **40** unpaid placement weeks (school 16+ yrs/college/priority groups)
- Skills development and educational attainment for people who are considered to be disadvantaged in the labour market or at risk of social exclusion **64 hrs training support**
- Business development and knowledge sharing with a Voluntary or Community organisation or Micro Enterprise in Northern Ireland **24 hrs training support**
- Donation of time to support education establishments or organisations working with people who are at risk of social expulsion or who are disadvantaged in the labour market **80 hrs training support**
- Health & Wellbeing initiatives **64 hrs training support**
- Community engagement activities to determine the most relevant artwork or cultural activities **32 hrs training support**
- Activities to promote the artwork or cultural activities to community groups **36 hrs training support**
- Tackling modern slavery training for employees engaged on the contract **16 hrs training support**
- Inclusion of Micro Enterprise which is in its first 48 months of trading in the contract's supply chain **2nr MEs supported**
- Inclusion of Social Enterprises in the contract's supply chain **2nr SMEs supported**
- Business development and knowledge sharing **16 hrs training support**
- Environmental Events **9 events** (actions)

A meeting will be held between the GRAHAM Social Impact Manager and successful suppliers in order to discuss how they can contribute to the objectives in above table.

**Notes**

- All commitments given will form part of the supplier agreement.
- All potential employment and training opportunities must be notified to GRAHAM Social Impact Manager in advance.
- Supply chain partners will be required to provide regular returns relevant to the social value targets

***Graham Social Impact Manager can be contacted should clarification of the above or further information be required- Contact:***

***[janet.mclean@graham.co.uk](mailto:janet.mclean@graham.co.uk) Tel: 07379078727***

Contracts/Project Manager:

Date:

Schedule 9 - Specifications & Drawings		
ANDERSON INTERIORS		
Drwg Number	Drwg Title	Revision
Dublin Road PBMSA - Tender Enquiry Document - Blinds		A
QUB Dublin Rd - Blind Schedule		A
Schedule 7 - TC 108 Blinds		A
Unishade-Blockout-Contract-Card (1)		A
Uniview 3%		A
2732-RPP-01-00-DR-A-201001	GA Plan - Ground Floor	C09
2732-RPP-01-00-DR-A-201001	GA Plan - Ground Floor	C09
2732-RPP-01-00-DR-A-201001	GA Plan - Ground Floor	C09
2732-RPP-01-01-DR-A-201002	GA Plan - 1st Floor	C08
2732-RPP-01-01-DR-A-201002	GA Plan - 1st Floor	C08
2732-RPP-01-01-DR-A-201002	GA Plan - 1st Floor	C08
2732-RPP-01-02-DR-A-201003	GA Plan - 2nd Floor	C04
2732-RPP-01-02-DR-A-201003	GA Plan - 2nd Floor	C04
2732-RPP-01-03-DR-A-201004	GA Plan - 3rd Floor	C04
2732-RPP-01-03-DR-A-201004	GA Plan - 3rd Floor	C04
2732-RPP-01-04-DR-A-201005	GA Plan - 4th Floor	C04
2732-RPP-01-04-DR-A-201005	GA Plan - 4th Floor	C04
2732-RPP-01-05-DR-A-201006	GA Plan - 5th Floor	C04
2732-RPP-01-05-DR-A-201006	GA Plan - 5th Floor	C04
2732-RPP-01-06-DR-A-201007	GA Plan - 6th Floor	C04
2732-RPP-01-06-DR-A-201007	GA Plan - 6th Floor	C04
2732-RPP-01-07-DR-A-201008	GA Plan - 7th Floor	C04
2732-RPP-01-07-DR-A-201008	GA Plan - 7th Floor	C04
2732-RPP-01-08-DR-A-201009	GA Plan - 8th Floor	C04
2732-RPP-01-08-DR-A-201009	GA Plan - 8th Floor	C04
2732-RPP-01-09-DR-A-201010	GA Plan - 9th Floor	C04
2732-RPP-01-09-DR-A-201010	GA Plan - 9th Floor	C04
2732-RPP-01-10-DR-A-201011	GA Plan - 10th Floor	C04
2732-RPP-01-10-DR-A-201011	GA Plan - 10th Floor	C04
2732-RPP-01-11-DR-A-201012	GA Plan - 11th Floor	C04
2732-RPP-01-11-DR-A-201012	GA Plan - 11th Floor	C04
2732-RPP-01-12-DR-A-201013	GA Plan - 12th Floor	C04
2732-RPP-01-12-DR-A-201013	GA Plan - 12th Floor	C04
2732-RPP-01-13-DR-A-201014	GA Plan - 13th Floor	C07
2732-RPP-01-13-DR-A-201014	GA Plan - 13th Floor	C07
2732-RPP-01-14-DR-A-201015	GA Plan - 14th Floor	C04
2732-RPP-01-14-DR-A-201015	GA Plan - 14th Floor	C04
2732-RPP-01-15-DR-A-201016	GA Plan - 15th Floor	C05
2732-RPP-01-15-DR-A-201016	GA Plan - 15th Floor	C05
2732-RPP-01-16-DR-A-201017	GA Plan - 16th Level	C04
2732-RPP-01-16-DR-A-201017	GA Plan - 16th Level	C04
2732-RPP-01-ZZ-DR-A-202001	GA Elevation - South	C04
2732-RPP-01-ZZ-DR-A-202002	GA Elevation - West	C03
2732-RPP-01-ZZ-DR-A-202003	GA Elevation - Courtyard North	C01
2732-RPP-01-ZZ-DR-A-202003	GA Elevation - Courtyard North	C01
2732-RPP-01-ZZ-DR-A-202004	GA Elevation - Courtyard South	C01
2732-RPP-01-ZZ-DR-A-202004	GA Elevation - Courtyard South	C01
2732-RPP-01-ZZ-DR-A-202005	GA Elevation - East	C01
2732-RPP-01-ZZ-DR-A-202005	GA Elevation - East	C01
2732-RPP-01-ZZ-DR-A-202006	GA Elevation - North	C01
2732-RPP-01-ZZ-DR-A-202006	GA Elevation - North	C01
2732-RPP-01-ZZ-DR-I-7040119	TYPE EN.E4 (ENS.2E-06) PLAN_ELEV	C01
2732-RPP-01-ZZ-DR-I-7040119	TYPE EN.E4 (ENS.2E-06) PLAN_ELEV	C01

23021-ETV-XX-XX-RP-S-0002	Movement and Tolerance Statement	C01
23021-ETV-XX-XX-SP-S-0001	Contractor Designed Portion Specification	C01
23139NI-GIFIR-GES	Ground Investigation Factual & Interpretative Report-10.23	A
2723-ETV-01-01-DR-S-280011	1st Floor Plan	P07
2723-ETV-01-01-DR-S-280011	1st Floor Plan	P07
2723-ETV-01-02-DR-S-280012	2nd Floor Plan	P07
2723-ETV-01-02-DR-S-280012	2nd Floor Plan	P07
2723-ETV-01-03-DR-S-280013	3rd Floor Plan	P03
2723-ETV-01-03-DR-S-280013	3rd Floor Plan	P03
2723-ETV-01-04-DR-S-280014	4th Floor Plan	P03
2723-ETV-01-04-DR-S-280014	4th Floor Plan	P03
2723-ETV-01-05-DR-S-280015	5th Floor Plan	P03
2723-ETV-01-05-DR-S-280015	5th Floor Plan	P03
2723-ETV-01-06-DR-S-280016	6th Floor Plan	P03
2723-ETV-01-06-DR-S-280016	6th Floor Plan	P03
2723-ETV-01-07-DR-S-280017	7th Floor Plan	P03
2723-ETV-01-07-DR-S-280017	7th Floor Plan	P03
2723-ETV-01-08-DR-S-280018	8th Floor Plan	P03
2723-ETV-01-08-DR-S-280018	8th Floor Plan	P03
2723-ETV-01-09-DR-S-280019	9th Floor Plan	P03
2723-ETV-01-09-DR-S-280019	9th Floor Plan	P03
2723-ETV-01-10-DR-S-280020	10th Floor Plan	P06
2723-ETV-01-10-DR-S-280020	10th Floor Plan	P06
2723-ETV-01-11-DR-S-280021	11th Floor Plan	P06
2723-ETV-01-11-DR-S-280021	11th Floor Plan	P06
2723-ETV-01-12-DR-S-280022	12th Floor Plan	P03
2723-ETV-01-12-DR-S-280022	12th Floor Plan	P03
2723-ETV-01-13-DR-S-280023	13th Floor Plan	P06
2723-ETV-01-13-DR-S-280023	13th Floor Plan	P06
2723-ETV-01-14-DR-S-280024	14th Floor Plan	P07
2723-ETV-01-14-DR-S-280024	14th Floor Plan	P07
2723-ETV-01-15-DR-S-280025	15th Floor Plan	P04
2723-ETV-01-15-DR-S-280025	15th Floor Plan	P04
2723-ETV-01-FN-DR-S-160001	Substructure GA	C08
2723-ETV-01-FN-DR-S-160001	Substructure GA	C08
2723-ETV-01-GF-DR-S-280010	Ground Floor Plan	C01
2723-ETV-01-GF-DR-S-280010	Ground Floor Plan	C01
2723-ETV-01-GF-DR-S-280011	Ground Floor Sections	C02
2723-ETV-01-RF-DR-S-280026	16th Roof Floor Plan	P06
2723-ETV-01-RF-DR-S-280026	16th Roof Floor Plan	P06
2723-ETV-01-ZZ-DR-S-280001	Building Structure Overview	P04
2723-ETV-01-ZZ-DR-S-280001	Building Structure Overview	P04
2723-ETV-XX-XX-SP-C-000006	Civil Engineering Specification	C01
2723-ETV-XX-XX-SP-S-000002	Structural Engineering Specification	C01
2732-RPP-01-00-DR-A-200001	Proposed Site Block Plan	P02
2732-RPP-01-00-DR-A-200001	Proposed Site Block Plan	P02
2732-RPP-01-00-DR-A-200002	Proposed Site Plan	P02
2732-RPP-01-00-DR-A-200002	Proposed Site Plan	P02

2732-RPP-01-00-DR-A-201001	GA Plan - Ground Floor	C03
2732-RPP-01-00-DR-A-201001	GA Plan - Ground Floor	C03
2732-RPP-01-00-DR-A-671001	Fire Strategy - Ground Floor	C01
2732-RPP-01-00-DR-A-671001	Fire Strategy - Ground Floor	C01
2732-RPP-01-01-DR-A-201002	GA Plan - 1st Floor	C01
2732-RPP-01-01-DR-A-201002	GA Plan - 1st Floor	C01
2732-RPP-01-01-DR-A-671002	Fire Strategy - 1st Floor	C01
2732-RPP-01-01-DR-A-671002	Fire Strategy - 1st Floor	C01
2732-RPP-01-02-DR-A-201003	GA Plan - 2nd Floor	C01
2732-RPP-01-02-DR-A-201003	GA Plan - 2nd Floor	C01
2732-RPP-01-02-DR-A-671003	Fire Strategy - 2nd Floor	C01
2732-RPP-01-02-DR-A-671003	Fire Strategy - 2nd Floor	C01
2732-RPP-01-03-DR-A-201004	GA Plan - 3rd Floor	C01
2732-RPP-01-03-DR-A-201004	GA Plan - 3rd Floor	C01
2732-RPP-01-03-DR-A-671004	Fire Strategy - 3rd Floor	C01
2732-RPP-01-03-DR-A-671004	Fire Strategy - 3rd Floor	C01
2732-RPP-01-04-DR-A-201005	GA Plan - 4th Floor	C01
2732-RPP-01-04-DR-A-201005	GA Plan - 4th Floor	C01
2732-RPP-01-04-DR-A-671005	Fire Strategy - 4th Floor	C01
2732-RPP-01-04-DR-A-671005	Fire Strategy - 4th Floor	C01
2732-RPP-01-05-DR-A-201006	GA Plan - 5th Floor	C01
2732-RPP-01-05-DR-A-201006	GA Plan - 5th Floor	C01
2732-RPP-01-05-DR-A-671006	Fire Strategy - 5th Floor	C01
2732-RPP-01-05-DR-A-671006	Fire Strategy - 5th Floor	C01
2732-RPP-01-06-DR-A-201007	GA Plan - 6th Floor	C01
2732-RPP-01-06-DR-A-201007	GA Plan - 6th Floor	C01
2732-RPP-01-06-DR-A-671007	Fire Strategy - 6th Floor	C01
2732-RPP-01-06-DR-A-671007	Fire Strategy - 6th Floor	C01
2732-RPP-01-07-DR-A-201008	GA Plan - 7th Floor	C01
2732-RPP-01-07-DR-A-201008	GA Plan - 7th Floor	C01
2732-RPP-01-07-DR-A-671008	Fire Strategy - 7th Floor	C01
2732-RPP-01-07-DR-A-671008	Fire Strategy - 7th Floor	C01
2732-RPP-01-08-DR-A-201009	GA Plan - 8th Floor	C01
2732-RPP-01-08-DR-A-201009	GA Plan - 8th Floor	C01
2732-RPP-01-08-DR-A-671009	Fire Strategy - 8th Floor	C01
2732-RPP-01-08-DR-A-671009	Fire Strategy - 8th Floor	C01
2732-RPP-01-09-DR-A-201010	GA Plan - 9th Floor	C01
2732-RPP-01-09-DR-A-201010	GA Plan - 9th Floor	C01
2732-RPP-01-09-DR-A-671010	Fire Strategy - 9th Floor	C01
2732-RPP-01-09-DR-A-671010	Fire Strategy - 9th Floor	C01
2732-RPP-01-10-DR-A-201011	GA Plan - 10th Floor	C01
2732-RPP-01-10-DR-A-201011	GA Plan - 10th Floor	C01
2732-RPP-01-10-DR-A-671011	Fire Strategy - 10th Floor	C01
2732-RPP-01-10-DR-A-671011	Fire Strategy - 10th Floor	C01
2732-RPP-01-11-DR-A-201012	GA Plan - 11th Floor	C01
2732-RPP-01-11-DR-A-201012	GA Plan - 11th Floor	C01
2732-RPP-01-11-DR-A-671012	Fire Strategy - 11th Floor	C01
2732-RPP-01-11-DR-A-671012	Fire Strategy - 11th Floor	C01
2732-RPP-01-12-DR-A-201013	GA Plan - 12th Floor	C01
2732-RPP-01-12-DR-A-201013	GA Plan - 12th Floor	C01
2732-RPP-01-12-DR-A-671013	Fire Strategy - 12th Floor	C01
2732-RPP-01-12-DR-A-671013	Fire Strategy - 12th Floor	C01
2732-RPP-01-13-DR-A-201014	GA Plan - 13th Floor	C01
2732-RPP-01-13-DR-A-201014	GA Plan - 13th Floor	C01
2732-RPP-01-13-DR-A-671014	Fire Strategy - 13th Floor	C01
2732-RPP-01-13-DR-A-671014	Fire Strategy - 13th Floor	C01
2732-RPP-01-14-DR-A-201015	GA Plan - 14th Floor	C01
2732-RPP-01-14-DR-A-201015	GA Plan - 14th Floor	C01
2732-RPP-01-14-DR-A-671015	Fire Strategy - 14th Floor	C01
2732-RPP-01-14-DR-A-671015	Fire Strategy - 14th Floor	C01
2732-RPP-01-15-DR-A-201016	GA Plan - 15th Floor	C01
2732-RPP-01-15-DR-A-201016	GA Plan - 15th Floor	C01
2732-RPP-01-15-DR-A-671016	Fire Strategy - 15th Floor	C01
2732-RPP-01-15-DR-A-671016	Fire Strategy - 15th Floor	C01
2732-RPP-01-16-DR-A-201017	GA Plan - 16th Level	C01
2732-RPP-01-16-DR-A-201017	GA Plan - 16th Level	C01
2732-RPP-01-16-DR-A-671017	Fire Strategy - 16th Level	C01
2732-RPP-01-16-DR-A-671017	Fire Strategy - 16th Level	C01
2732-RPP-01-R1-DR-A-201018	GA Plan - Roof Level	C01
2732-RPP-01-R1-DR-A-201018	GA Plan - Roof Level	C01
2732-RPP-01-R1-DR-A-671018	Fire Strategy - Roof Level	C01
2732-RPP-01-R1-DR-A-671018	Fire Strategy - Roof Level	C01

2732-RPP-01-ZZ-DR-A-212001	External Wall Elevation - South	C01
2732-RPP-01-ZZ-DR-A-212001	External Wall Elevation - South	C01
2732-RPP-01-ZZ-DR-A-212002	External Wall Elevation - West	C01
2732-RPP-01-ZZ-DR-A-212002	External Wall Elevation - West	C01
2732-RPP-01-ZZ-DR-A-212003	External Wall Elevation - Courtyard North	C01
2732-RPP-01-ZZ-DR-A-212003	External Wall Elevation - Courtyard North	C01
2732-RPP-01-ZZ-DR-A-212004	External Wall Elevation - Courtyard South	C01
2732-RPP-01-ZZ-DR-A-212004	External Wall Elevation - Courtyard South	C01
2732-RPP-01-ZZ-DR-A-212005	External Wall Elevation - East	C01
2732-RPP-01-ZZ-DR-A-212005	External Wall Elevation - East	C01
2732-RPP-01-ZZ-DR-A-672001	Fire Strategy Elevation - South	C01
2732-RPP-01-ZZ-DR-A-672001	Fire Strategy Elevation - South	C01
2732-RPP-01-ZZ-DR-A-672002	Fire Strategy Elevation - West	C01
2732-RPP-01-ZZ-DR-A-672002	Fire Strategy Elevation - West	C01
2732-RPP-01-ZZ-DR-A-672003	Fire Strategy Elevation - Courtyard North	C01
2732-RPP-01-ZZ-DR-A-672003	Fire Strategy Elevation - Courtyard North	C01
2732-RPP-01-ZZ-DR-A-672004	Fire Strategy Elevation - Courtyard South	C01
2732-RPP-01-ZZ-DR-A-672004	Fire Strategy Elevation - Courtyard South	C01
2732-RPP-01-ZZ-DR-A-672005	Fire Strategy Elevation - East	C01
2732-RPP-01-ZZ-DR-A-672005	Fire Strategy Elevation - East	C01
2732-RPP-01-ZZ-DR-A-672006	Fire Strategy Elevation - North	C01
2732-RPP-01-ZZ-DR-A-672006	Fire Strategy Elevation - North	C01
HB-1262-R1	Fire Strategy Report	Issue 6
J004640-7713-SH	Stage 5 Acoustic Assessment	Issue 5

**Graham Construction Limited**



Trade Conditions: Blinds

TC 108.0

The following items are deemed to be included within the Sub-Contract Sum.

1. Survey of 'as built' openings.
2. Access for installation.
3. It is the responsibility of the Sub-Contractor to clarify sundry items i.e. draw cords/rods etc. prior to manufacture.
4. Alterations must be submitted for approval.
5. All creases/marks etc. to be removed.
6. The Sub-Contractor shall provide and agree a method statement before work commences.
7. The Sub-Contractor is deemed to have included for complying with all environmental regulations in place at the time.
8. The Sub-Contractor is to provide copies of all insurances prior to commencing works on the site and is to ensure that such insurances are kept up to date throughout the subcontract works - any new policy certificates are to be issued to Graham Construction when necessary.
9. The Sub-Contractor shall offer works for inspection and/or testing at stages required by Graham Construction.
10. The Sub-Contractor will provide all necessary power and water supplies to complete the subcontract works.
11. The Sub-Contractor is to allow for protection to their works until they are handed over in writing to Graham Construction.
12. The Sub-Contractor has allowed for attending co-ordination meetings and liaising with the Design Consultants and other Sub-Contractors.
13. The Sub-Contractor shall ensure that he has visited site and is fully aware of access restrictions and site conditions are suitable for the execution of the subcontract works.

Initial	Graham Construction		Sub-Contractor	
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14. The Sub-Contractor will be responsible for his own quality checks, prior to offering completed areas of works to Graham Construction, who may require an external quality consultant to carry out check .during the course of the subcontract work. The Sub-Contractor will be deemed to have included for attendance in these instances.
15. Sub-Contractor to be responsible for setting out and maintain such setting out throughout the works.
16. The Sub-Contractor is to provide (free of charge) samples of materials to be used within the works, this may require mock-ups to be provided, if so a cost of such is deemed included within the contract sum.
17. Working in and around other trades/Sub-Contractors and co-ordinating your works with others to enable all works to be completed in a logical construction sequence all under the direction/ control of Graham Construction.
18. Returning to areas to finish off works previously unable to complete.
19. Co-ordinating site material stores in such a manner as they do not hinder or interrupt the works.
20. Until such time as water for the building is available, the Sub-Contractor is to provide their own supply (e.g. bowser)
21. The Sub-Contractor shall give adequate notice for inspection by Graham construction and/or other party.
22. The rates are to be fully inclusive of all labours and the like. No claim will be entertained for the Sub-Contractors failure to do so.
23. Sub-Contractors to include for occasional offloading and distribution of material deliveries from Graham Construction or other Sub-Contractors at request of Graham Construction.
24. Time all delivery of materials to facilitate minimal storage areas on site.
25. CDM, the requirements for cleaning down after (maintenance) to be incorporated into the design.
26. Comply with BREEAM rating requirements.

Initial	Graham Construction		Sub-Contractor	
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27. Working in and around other trades.
28. The Sub-Contractor shall complete and return a Design/Working Drawing Production Schedule. The Sub-Contractor shall then update these schedules on a weekly basis.
29. The Sub-Contractor shall complete and return an Information Required Schedule detailing all outstanding information required to proceed with the works.
30. The Sub-Contractor shall note manufacturer’s delivery periods and drawing preparation/approval periods if applicable. Orders shall be placed in ample time to meet the programme requirements.
31. A schedule of priced variations (where applicable) shall be provided with all interim valuations.
32. All unfixed materials shall be stored in accordance with manufacturer’s recommendations.
33. Prior to the first valuation, the Sub-Contractor shall provide a fully quantified schedule of rates for each element of the subcontract work.
34. The Sub-Contractor shall forward their Health & Safety proposals as a document and method statement for carrying out the works set out in accordance with the contract documents and the CDM Planning Supervisor’s requirements.
35. The Sub-Contractor shall be responsible for the provision of all personal protective equipment. This will include safety helmet, high visibility vest and safety boots and safety gloves to British Standards as a minimum. The Sub-Contractor shall be responsible for ensuring that all personnel comply with these requirements.
36. The Sub-Contractor shall provide all necessary temporary small power tools, leads and task lighting necessary for the execution of the works.
37. The Sub-Contractor shall be responsible for provision of all suitable safe access equipment required to execute the subcontract works.
38. Accredited-trained personnel shall only operate mobile elevated work platforms.
39. The Sub-Contractor shall be responsible for clearing of rubbish on a regular basis and at least once a day to an agreed location or external skip provided by others.

Initial	Graham Construction		Sub-Contractor	
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## SCHEDULE 10 – GRAHAM RULES & EXPECTATIONS

### RULES AND EXPECTATIONS

At GRAHAM we realise that our success as a business depends on good working relationships with our supply chain. To ensure that we operate a sustainable and profitable business, we have established cooperate values that govern the way we operate as an organisation. These corporate values are **TEAMWORK PERFORMANCE OPENNESS INNOVATION & RESPECT**. To help us comply with these organisational aspirations, we need you, as a member of or supply chain, to embrace the rules and expectations explained in this Schedule. Working in partnership is good for our business and good for your business.

#### 1 Health & Safety Management Requirements

##### H&S Statement 1 - Site Inductions

All visitors to Site must report to the Site office and make themselves known to the GRAHAM Site Manager. Upon agreement with the GRAHAM Site Manager, and subject to correct PPE and suitable supervision being available from the party to be visited, visitors may be escorted on Site by your supervisor without attending the full site induction, provided they are accompanied at all times. Your supervisor is responsible for informing the visitor of any Site hazards and escorting the visitor in a safe way.

All sub-contractors' operatives **must** attend the Site induction before commencing work on their first day on Site. GRAHAM will conduct specific Site inductions for all operatives between 8am and 8.30am or as agreed with the Site Manager. All sub-contractors' operatives must obey the Site specific rules communicated to them at induction and also any instruction given to them that enables GRAHAM, to comply with Health and Safety legislation.

Sub-contractors who arrive after the specified induction time without prior agreement or notice, may be liable for costs incurred due to delay in trades commencing work until inductions have been undertaken.

All operatives and visitors must sign the daily Site attendance register.

##### H&S Statement 2 - Consistent Workforce

From our experience, it is usual for a sub-contractor workforce with a high turnover of employees on Site not to be familiar with the working environment and the safe systems of work implemented.

We want a consistent workforce who knows the Site rules and who understand the safe systems of work on Site. If we consider you are providing an unreasonable number of new employees on Site that as a result are not familiar with the Site safe systems of work, we will inform you, request that you take actions to deliver a consistent workforce and we will charge you the sum of £30/€40 for each new employee inducted which will be levied against your account.

##### H&S Statement 3 - Evidence of Competence

Sub-contractors must provide competent operatives on this project in order to achieve the high standard of health & safety standards expected.

Sub-contractor's employees and Agency engaged personnel must have evidence of having attended an industry recognised safety awareness programme, e.g. Safe Pass/ CSR/ CSCS/CTA/CPCS, etc and must bring this evidence (or other documentation) to Site for inspection at Site induction for the purposes of GRAHAM/client review if required. Operatives will be excluded from Site where possession of these documents is a legal or contract requirement.

##### Buildsafe NI Initiative requirements

If you are awarded a sub-contract that falls under the Buildsafeni initiative, all your employees must have received appropriate health and safety training, and individuals with Site supervisory or management responsibilities must have received suitable, additional health and safety training.

If you are awarded a sub-contract after December 2011, a requirement of the Buildsafeni initiative is that GRAHAM must appoint first tier sub-contractors (with 10 or more employees) who have a health and safety management system certified by a 3rd party.

##### For ROI contracts.

Operatives in the trades listed below must possess additional competency cards from FAS, or confirmation in writing from FAS of an acceptable equivalent.

- Scaffolding – basic
- Scaffolding – advanced
- Tower crane operation
- Slings/Signalling
- Telescopic Handler Operation
- Tractor/Dozer Operation
- Mobile Crane Operation
- Crawler Crane operation
- Articulated dumper operation
- Site dumper operation
- 1800 Excavator operation

3600 Excavator operation  
Roof and wall cladding/  
Built up roof felting  
Mobile tower scaffold (where the person has not been trained in basic or advance scaffolding)  
Signing lighting and guarding on roads  
Locating underground services  
Shotfiring

#### **H&S Statement 4 - Work Equipment**

You are legally required to use work equipment that is fit for purpose, safe for use and inspected at suitable intervals to ensure it remains in a safe condition. Your portable electrical equipment must also be regularly tested to ensure it is safe to use.

If, upon request, you are unable to provide suitable evidence of work equipment inspection and testing, work activities will be stopped.

#### **H&S Statement 5 - PPE and work clothing**

All Site operatives on this project are required to wear appropriate PPE for the risk. The minimum requirement is boots, high visibility vest and hard hat. High visibility clothing should be marked with the sub-contractor logo, the GRAHAM logo or should be blank. Sub-contractors will be contra-charged if your employees are supplied with GRAHAM logo PPE.

No sporting team jerseys, emblems or symbols that could be deemed offensive to be worn at any time whilst on Site. Work clothing should be appropriate to the work. Due to the potential fire risk from tracksuit trousers / shell-suit trousers / jogging-style trousers, these types of work clothing are not permitted to be worn on site.

#### **H&S Statement 6 - Work Distractions**

To eliminate distractions from hazardous activities on this project, mobile phones will be only be permitted for use in designated areas as directed to you by the Site Manager.

#### **H&S Statement 7 - GRAHAM Safety Discipline System**

GRAHAM operates a strict 3&OUT discipline system on all sites. Any sub-contractor operative in breach of health and safety rules will be disciplined according to the severity of the breach. Disciplinary action will range from a verbal warning to suspension from Site. The 3&OUT disciplinary procedure will be implemented on Site and you, as the sub-contractor are expected to comply with its implementation. A copy of the GRAHAM 3&OUT discipline procedure is available on Site and a copy can be made available upon request.

#### **H&S Statement 8 - Reporting Unsafe Acts or Conditions**

Your employees and any sub-contractors you appoint are encouraged to report any unsafe acts, conditions or use of unsafe work equipment to the GRAHAM Site Manager.

#### **H&S Statement 9 - Method Statements & Risk Assessments**

Sub-contractors must prepare comprehensive and Site specific method statements and risk assessments for their element of the Works. These must be provided in advance of their work commencing on Site and must address the points shown below:

- Sub-Contract name and location and description of work
- Name and contact number of the Competent Supervisor (who must be present on Site at all times)
- Training and qualifications of proposed operatives
- Sequence and detail of work
- Identified hazards and control measures
- Access and egress arrangements (including emergency arrangements)
- Plant to be used and proof of competency for named operators
- Protection for the public (where applicable)
- Environmental considerations (noise, vibration, waste management, etc and records of training for employees undertaking work that could be environmentally damaging)
- Personal Protective Equipment

#### **H&S Statement 10 - Ladder Usage Restrictions**

The use of ladders and step ladders will be restricted on site. You will only be permitted to use ladders or step ladders when no other practical method of accessing areas at height is appropriate. You will be required to demonstrate this principle by completing a "ladder permit" authorised by the Site Manager or his nominee.

**H&S Statement 11 - Alcohol & Substance Abuse**

Alcohol and substance abuse on all construction sites will not be tolerated. Anyone suspected of or found to be under the influence of alcohol or substance abuse will be immediately suspended from Site pending investigation. As stated in the "GRAHAM Alcohol & Substance Abuse Policy" we reserve the right to conduct planned and random Alcohol/Substance Abuse testing. You will be required to familiarise yourself with the full extent of the GRAHAM Alcohol & Substance Abuse Policy. A copy can be made available upon request.

**H&S Statement 12 - Access to Site**

Any person unable to provide the necessary documented evidence of vetting as required under *Safeguarding Vulnerable Groups (NI) Order 2007, Protection of Vulnerable Groups (Scotland) Act 2007, and the Safeguarding Vulnerable Groups Act 2006 - England & Wales*, will not be permitted to start work on Site. This vetting is required where operatives are required to work in an area with unsupervised contact with children or vulnerable adults.

**H&S Statement 13 - Generating Heat**

Within the GRAHAM insurance policy, it requires that you complete a hot work permit before you undertake a task that will generate heat. It should be noted, that you are required to have **two** fire extinguishers available during work activities that generate heat.

**H&S Statement 14 - Working on Network Rail Infrastructure Projects**

If part of your work activities involve you to work on near a live Network Rail track, you will be required to comply with the stringent Network Rail safety protocols and be Link up approved or assessed by an assessment scheme equally rigorous as the Link up scheme. All plant and equipment falling into the scope of Network Rail guidance document NR/CS/ACC/029 is to be approved by Network Rail prior to use.

You are required to maintain and periodically review an approved supplier list for the product, plant and services you provide for Network Rail Infrastructure Projects.

You should be aware that to work on near a live Network Rail track, your employees will be required to:

- Wear full upper and lower body high visibility clothing and other PPE that meets the Network Rail's standards
- Have ownership of a current PTS card
- Make yourself available for drugs and alcohol testing when requested.
- Apply in good time for a Track Visitor Permit (TVP)
- Attend all relevant Task briefings for Safe Systems of Work (SSOW) / Method Statements
- Comply with all site rules and Network Rail Infrastructure health and safety requirements.

**H&S Statement 15 - Site Welfare and first Aid**

Where it has been agreed, you will be able to avail of the welfare facilities on site. You will be expected to use and maintain these facilities in such a way that they remain clean and safe for use. If any of your employees are found to be damaging these facilities or failing to maintain them in a clean and safe condition, they will be subject to disciplinary action by the site management.

You as an employer will be expected to comply with the requirements of the First Aid At Work Regulations. You will be expected to provide a competent employee to who has been trained in First Aid at work, who will remain on Site when your employees are working.

**2 Environmental and Social Responsibility Statement**

As a major player in the construction industry GRAHAM has taken appropriate steps to protect the environment by acting responsibly in all our activities. We have signed up to and promoted various strategies to make a difference to the local and global environment.

To reach our ambitions GRAHAM has implemented an Environment Management System assessed and registered against BS EN ISO 14001:2004 and is committed to minimising our environmental impact. We require that all operatives and sub-contractors on site comply with both our environmental policy and all site environmental arrangements.

You, as a subcontractor will be required to play an active and appropriate role to support GRAHAM in our objective of reducing waste to landfill.

You will be required to take part in or provide evidence for the following list of Waste Management Responsibilities:

<b>Sub-contractors Waste Management Responsibilities</b>
Provide to the GRAHAM project team a forecast of the key waste streams that you will create and an identification of what actions you plan to take to reduce waste.
Minimise the use of materials and the production of waste through efficient design, handling, transportation, stock control, the use of prefabricated / pre-sized materials, minimise packaging and efficient construction techniques.
Segregate waste, use specific waste containers and waste management areas.

Fulfil all statutory waste handling requirements such as Duty of Care Regulations
Manage the collection, storage, segregation and treatment/disposal of the different types of waste you produce
Provide the waste carriers licence (collection permit in ROI) for the haulier removing the waste
Provide the waste management licence/ exemption certificate or permit for the site receiving the waste
Provide any other relevant licence/ exemption such as that required for reprocessing or waste storage
Provide a monthly report (using the standard GRAHAM format) with the quantities of the different types of waste removed from site. This must be provided with the split of each different type of waste managed, according to waste management method – re-use, recycling, recovery, landfill and other, and, in the case of re-use, recycling and recovery, whether this has taken place on- or off- Site; and the quantity of waste materials sent to landfill.

Assistance from the SHEQ department can be provided to help with understanding the GRAHAM environmental requirements

**3 Sustainability management requirements**

Within our Sustainability Procurement Policy we state that through our process of procurement we will take into account the social, economic and environmental impact that such purchasing has on people and communities. This sustainable procurement policy is achieved through consideration of what products are made of, where they have come from, who has made them, how they are transported and how they are eventually disposed of.

You are also required to play your part in contributing to GRAHAM's Sustainability Procurement Policy. Where possible, you should;

<p>Define your policy for;</p> <ul style="list-style-type: none"> <li>• Sustainability purchasing/ green procurement policy.</li> <li>• Equal opportunities for employees.</li> <li>• The protection of the health and safety for your employees.</li> <li>• The ongoing professional development of your employees.</li> </ul>
<p>Materials</p> <ul style="list-style-type: none"> <li>• Purchase timber sourced from sustainable forest and be able to demonstrate a chain of custody.</li> <li>• Purchase materials and equipment that minimises the impact on the environment.</li> <li>• Support fair trade procurement where practical and possible.</li> <li>• Source materials locally.</li> <li>• Design products or services that minimise the impact on the environment if you have design responsibilities.</li> </ul>
<p>People</p> <ul style="list-style-type: none"> <li>• Support in your procurement processes local social enterprises, voluntary/charitable sectors and ethnic minority businesses.</li> <li>• Provide employment benefits/incentives for employees.</li> <li>• Provide training for apprenticeships and long term unemployed in your area.</li> </ul>
<p>Supporting local communities</p> <p>The Considerate Constructors Scheme and/or a Community Benefits Plan may be applicable on this project. These initiatives are supported by GRAHAM to positively improve the image of the construction industry and to drive improvement in the way we operate our business by managing our impact at a local level. As part of the award of this Sub-Contract, you will be expected to assist GRAHAM in our participation of these or other initiatives specified in the Main Contract for the project.</p>

Assistance from GRAHAM's Sustainability Co-ordinator can be provided to help with understanding the GRAHAM Sustainability requirements

**4 Quality Assurance Requirements**

**Quality Assurance Statement**

GRAHAM takes great pride in our long standing reputation of providing the highest quality standards to our customers and as such we expect the same high standards from our sub-contractors.

GRAHAM has a quality management system assessed and registered against BS EN ISO 9001:2008. Accordingly, sub-contractors are expected to co-operate with this policy and comply with its requirements.

We expect you to undertake all necessary checks, inspections and tests to ensure work is completed to the highest possible standard – the overall aim being to achieve handover with zero defects.

We expect you to deal with any snags/ defects swiftly so as not to impact on the periods for completion stated in Schedule 4.

**SCHEDULE 11 – VAT SELF BILLING AGREEMENT**

**Value Added Tax (VAT) Self-Billing Agreement**

This agreement applies to GRAHAM site code reference RP24 and GRAHAM Order No Reference SC1040908. This is an agreement to a self-billing procedure between:

**John Graham Construction Ltd. – (GRAHAM)**

**VAT Reg. No. 390 813 838**

and

Name: ANDERSON INTERIORS LIMITED

Address: 108-114 Moneymore Road, Magherafelt, Co. Londonderry, United Kingdom

Postcode: BT45 6HJ

E-mail Address: gary.buchanan@anderson-interiors.co.uk

**VAT Registration No.**

GB422132114

**The Self-Biller (GRAHAM) agrees:**

- 1) To issue self-billed invoices for all material and services provided to it by the self-billee (Subcontractor) until the completion of works to be carried out under order no. quoted above
- 2) To complete self-billed invoices showing the Supplier's/Subcontractor's name(s), address and VAT registration number, together with all the other details which constitute a full VAT invoice.
- 3) To make a new self-billing agreement in the event that its VAT registration number changes.
- 4) To inform the Supplier/Subcontractor if the issue of self-billed invoices will be outsourced to a third party.

**The Self-Billee (Sub- Contractor) agrees:**

- 1) To accept invoices raised by the self-biller on their behalf until the completion of works to be carried out under order no. quoted above.
- 2) Not to raise sales invoices for the transactions covered by this agreement.
- 3) To notify GRAHAM immediately if they:
  - change their VAT registration number
  - cease to be VAT-registered
  - sell their business or part of their business

wendy Anderson

Ian Henry

Print Name DocuSigned by:

Print Name DocuSigned by:

Signed by *Wendy Anderson*  
9960DCD96920469...

Signed by *Ian Henry*  
6C02F915A2B042A...

on behalf of **John Graham Construction Ltd**

on behalf of **ANDERSON INTERIORS LIMITED**

02-02-2026  
Date.....

02-02-2026  
Date.....

# Schedule 12 - Valuation Date Schedule

PF08-PR08-01-F009

## Subcontract Valuation Dates

Nr	Sub-Contractor Interim Application for Payment	Valuation Date	DUE DATE	The Payer Notice	The Pay Less Notice	Final Date for Payment
A	B	C	D	E	F	G
	C - 5		C + 21	D + 5	G - 1	C + 42
		Same date as Valuation Date under the Main Contract.				
1	26/03/26	31/03/26	21/04/2026	26/04/26	11/05/26	12/05/26
2	25/04/26	30/04/26	21/05/2026	26/05/26	10/06/26	11/06/26
3	26/05/26	31/05/26	21/06/2026	26/06/26	11/07/26	12/07/26
4	25/06/26	30/06/26	21/07/2026	26/07/26	10/08/26	11/08/26
5	26/07/26	31/07/26	21/08/2026	26/08/26	10/09/26	11/09/26
6	26/08/26	31/08/26	21/09/2026	26/09/26	11/10/26	12/10/26

**NOTE:**

The period of Interim Applications for Payment ends at the latest Valuation Assessment date stated in this SCHEDULE. Subsequent payments will become due to the Sub-Contractor in accordance with the provisions and conditions for final account under the Sub-Contract.

Interim valuations to be received on above dates but to be forecast to Main Contract Interim Payment

If applications are received after the dates noted in column B GRAHAM reserve the right to not consider these until the next Application for Payment date in column (B) and the due date and final date for will be ammended accordingly.

Subcontractors who have signed the VAT Self Billing Agreement shall not issue VAT invoices as they will not be considered as Applications for Payment

If the dates in column B fall on a non-working day the application shall be issued on the last working day before the date but still forecast to the corresponding date in Column C

Further Application Dates shall be issued once received from the Employer and this Document shall be updated.

**SCHEDULE 16 - DESIGN SUPPLEMENT****1 General Provisions****1.1 Design Warranty**

- 1.1.1 The Sub-Contractor warrants that it has exercised and will continue to exercise all the skill, care and diligence reasonably to be expected of duly qualified and experienced designers undertaking the design of works similar in scope, character, size, cost and complexity to the Sub-Contract Works in:
- i. the design of the Sub-Contract Works;
  - ii. the selection of materials or goods for the Sub-Contract Works;
  - iii. the satisfaction of any specification or performance requirement insofar as such specification or performance requirement is included, or referred to, in the Sub-Contract.

1.1.2 The Sub-Contractor warrants that when completed, the Sub-Contract Works shall be fit for the purposes for which the Sub-Contract Works are intended as set out in or reasonably to be determined from the Sub-Contract.

1.1.3 The Sub-Contractor warrants that the Sub-Contract Sum and any rates included in the Sub-Contract allow for all design development required to complete the Sub-Contract Works.

**1.2 Collateral Warranties**

1.2.1 The Sub-Contractor shall enter into such collateral warranties as are required by this Sub-Contract in the form prescribed within the Sub-Contract or such other form as reasonably requested by GRAHAM and shall execute and deliver to GRAHAM such collateral warranties within 7 days of any request to do so by GRAHAM.

1.2.2 The Sub-Contractor shall within 14 days of any request by GRAHAM to do so, procure and deliver to GRAHAM from any sub-sub-contractor and/or consultant engaged by the Sub-Contractor in connection with the Sub-Contract Works, duly executed collateral warranties in favour of GRAHAM and in favour of any other party who is to have the benefit of a collateral warranty under paragraph 1.2.1, in the same form as the collateral warranties under paragraph 1.2.1 save only with such amendments as are necessary to reflect the role of the sub-sub-contractor and/or consultant in the Sub-Contract Works.

**1.3 Insurance**

1.3.1 The Sub-Contractor and any consultant or sub-sub-contractor employed by the Sub-Contractor for the purposes of carrying out design shall hold and maintain professional indemnity insurance cover to the level stated in Schedule 5, or where none is stated, at the level required by GRAHAM.

1.3.2 The Sub-Contractor shall forward to GRAHAM all information in respect of such insurances.

**1.4 Co-ordination of Design**

1.4.1 The Sub-Contractor shall ensure that its design is fully co-ordinated and integrated with all elements of the Works and/or any information which the Sub-Contractor has (or ought reasonably to have) requested from GRAHAM.

1.4.2 The Sub-Contractor shall remain responsible for all additional costs arising from any failure on his part to comply with the provisions of clause 1.4.1.

1.4.3 The Sub-Contractor shall attend design team meetings as and when requested.

**1.5 Intellectual Property Rights**

1.5.1 The Sub-Contractor hereby grants to GRAHAM an irrevocable and royalty-free licence (carrying the right to grant sub-licences) to use and reproduce for such purposes as GRAHAM may at its sole discretion require any and all plans, drawings, specifications and other information produced by the Sub-Contractor in respect of which the Sub-Contractor either owns the relevant intellectual property rights or has rights to use such intellectual property for the purposes of the Works.

1.5.2 The Sub-Contractor shall indemnify GRAHAM against any claims brought by a third party in respect of a breach of any intellectual property rights related to the Sub-Contract Works or part thereof.

**1.6 Samples**

1.6.1 The Sub-Contractor shall provide such samples, sample areas, mock-ups and the like as may reasonably be required by GRAHAM to demonstrate the suitability of any product or design forming part of the Sub-Contractor's design proposals.

1.6.2 The approval of any such samples, sample areas, mock-ups and the like shall in no way relieve the Sub-Contractor of its obligations in respect of the design of the Sub-Contract Works.

**1.7 Provision of Information**

1.7.1 The Sub-Contractor shall provide, as and when required by GRAHAM, such information as may be necessary in connection with obtaining planning and/or building regulation consent for the Works.

1.8 **Others**

- 1.8.1 The Sub-Contractor shall be responsible for completing the design contained in the Employer's Requirements (or similar such document) forming part of or referred to in the Sub-Contract including all co-ordination and execution of all interfaces between all elements of the Works, including the interfaces between these at every stage of the Works. The Sub-Contractor is responsible for the design contained within such Employer's Requirements (or similar such document).

**2 Drawings and Other Design Information**

2.1 **Generally**

- 2.1.1 Upon award of the Sub-Contract to the Sub-Contractor, the Sub-Contractor shall submit to GRAHAM a schedule of all drawings, diagrams, schematics, calculations and other design information which it is to produce for comment and approval.
- 2.1.2 All drawings and other design information prepared by or on behalf of the Sub-Contractor in relation to the Sub-Contract Works shall bear the name of GRAHAM and shall clearly identify the name of the Works.
- 2.1.3 Each drawing prepared by or on behalf of the Sub-Contractor in relation to the Sub-Contract Works shall carry a unique number and, where applicable, a revision letter. The system of numbering adopted should follow a logical sequence.
- 2.1.4 All drawings and other design information prepared by or on behalf of the Sub-Contractor in relation to the Sub-Contract Works shall be fully cross referenced.
- 2.1.5 All drawings and other design Information prepared by or on behalf of the Sub-Contractor in relation to the Sub-Contract Works shall be submitted to GRAHAM for comment in accordance with the agreed design programme and design review process provided for by the Main Contract.
- 2.1.6 The Sub-Contractor shall incorporate any comments made by GRAHAM before issuing a revised drawing or other design information for approval and all changes made from the previous issue shall be clearly identified and annotated.
- 2.1.7 GRAHAM will not accept responsibility for any errors or abortive works including associated delay and disruption, whether direct or consequential, arising from the Sub-Contractor having commenced fabrication, erection or installation of the Sub-Contract Works in accordance with unapproved drawings or other design information.
- 2.1.8 Approval by GRAHAM of any drawing or other piece of design information shall in no way relieve the Sub-Contractor of its duties and obligations under the Sub-Contract or otherwise in law or for any error or omission on the Sub-Contractor's part in preparing the design.
- 2.1.9 The Sub- Contractor shall be deemed to have allowed for providing to GRAHAM a maximum of 3 copies of all drawings and other design information at each issue.

2.2 **Builders Work Drawings**

- 2.2.1 Insofar as it is reasonably practical information from the Sub-Contractor shall be given in the form of fully dimensioned and annotated drawings to the satisfaction of GRAHAM.
- 2.2.2 Without prejudice to the generality of paragraph 2.2.1, the drawings shall show the requirements for the architectural or structural provisions necessary to facilitate the execution of the Sub-Contract Works and shall include requirements for bases, foundations, supporting structures and the like.

2.3 **Installation Drawings**

- 2.3.1 The Sub-Contractor shall prepare drawings showing full details of its proposals for the execution of the Sub-Contract Works. Such drawings are to be in sufficient detail to enable the Sub-Contract Works to be correctly and completely installed.

2.4 **Shop and Fabrication Drawings**

- 2.4.1 Shop and fabrication drawings prepared by or on behalf of the Sub-Contractor shall indicate and explain how the components of the Sub-Contract Works as designed are to be fabricated and assembled.

2.5 **Record Drawings, Diagrams, Schedules and the Like**

- 2.5.1 Within a reasonable period of time, and always before completion of the Sub-Contract Works, the Sub-Contractor shall furnish to GRAHAM record drawings, diagrams, schedules and the like providing an accurate record of the whole of the Sub-Contract Works as installed together with any further items specifically required by the Main Contract.
- 2.5.2 In the case of drawings the information required to be provided by this paragraph 2.5 is to be provided in the form of negatives, CAD or other acceptable suitable form of reproducible record.

### **3 Design Programme**

- 3.1 The Sub-Contractor shall upon the award of the Sub-Contract submit to GRAHAM a design programme which is to include:
- 3.1.1 dates or periods of time covering the preparation of drawings; calculations and other information relating to the design of the Sub-Contract Works taking due cognisance of the requirement to integrate with those elements of design being carried out by others;
  - 3.1.2 indicative level of resources which the Sub-Contractor envisages will be required for the carrying out and completion of the design of the Sub-Contract Works;
  - 3.1.3 a schedule of information which the Sub-Contractor requires from GRAHAM along with dates by which such information is reasonably to be provided;
- and which is to set out how the design of the Sub-Contract Works is to be carried out so as to enable GRAHAM to comply with any programme for the Main Contract Works and any design review process required under the Main Contract.
- 3.2 The design programme submitted by the Sub-Contractor under paragraph 3.1 shall be deemed to be approved by GRAHAM if and only if it both complies with paragraph 3.1 and is in line and consistent with any design programme for the Sub-Contract Works submitted by the Sub-Contractor prior to the award of the Sub-Contract, save only to the extent necessary to reflect any subsequent pre-award discussions with GRAHAM as to the design programme. In all other circumstances, any design programme submitted by the Sub-Contractor shall only be accepted if it is confirmed in writing as such by Graham (acting in its absolute discretion).
- 3.3 Design progress will be monitored against the approved version of the programme referred to in paragraph 3.2 and the Sub-Contractor shall when necessary revise and update the programme to take account of any changed circumstances.
- 3.4 Approval or lack of approval of any programme by GRAHAM shall not relieve the Sub-Contractor of its obligations under the Sub-Contract for the progress and completion of the Sub-Contract Works by the dates set out in Schedule 4 and shall in no way imply that GRAHAM accepts responsibility for the contents of such programme.

### **4 Operating and Maintenance Manuals**

- 4.1 Within a reasonable period of time, and always before the completion of the Sub-Contract Works, the Sub-Contractor shall forward to GRAHAM for approval detailed operating and maintenance manuals which shall include inter alia:
- 4.1.1 a detailed specification of the Sub-Contract Works;
  - 4.1.2 sources of materials, components, items of plant and the like complete with names, addresses and telephone numbers of the relevant suppliers;
  - 4.1.3 copies of all relevant technical literature;
  - 4.1.4 a list of spares recommended to be held in store for the purposes of routine maintenance;
  - 4.1.5 recommendations as to the frequency of preventative maintenance inspections together with procedures and methods of maintenance to be adopted;
  - 4.1.6 all relevant test certificates;
  - 4.1.7 procedures for fault finding;
  - 4.1.8 emergency procedures;
  - 4.1.9 record drawings, diagrams; schedules and the like as referred to in paragraph 2.5 hereof;
  - 4.1.10 details of safe demolition, dismantling or de-commissioning to comply with the requirements of the CDM Regulations;
  - 4.1.11 all further items specifically required by the Main Contract.
- 4.2 The Sub-Contractor shall provide GRAHAM with a minimum of two bound copies of the approved version of the manual (or as many copies as is required by the Main Contract) which shall be signed and dated by the Sub-Contractor.
- 4.3 The Sub-Contractor shall note that release of the first half of any retention monies retained under the Sub-Contract will also be dependent upon the submission, receipt and approval of a suitable set of manuals in accordance with this paragraph 4.

**SCHEDULE 17 – DOCUMENTS TO BE PROVIDED BY SUB-CONTRACTOR IN RESPECT OF PROSPECTIVE EMPLOYEES**

**1. Documents to be provided by Sub-Contractor prior to appointment of employees:**

1.1 One of the original documents listed below:

- 1.1.1 UK passport describing them as a British Citizen or a Citizen of the UK and Colonies having the right to abode in the UK.
- 1.1.2 Passport with Certificate of Entitlement, certifying the right to abode in the UK.
- 1.1.3 Passport or National Identity Card issued by the European Economic Area Agreement
- 1.1.4 UK Residence Permit
- 1.1.5 Passport or travel documents issued by the Home Office confirming the holder has right of residence in the UK as a family member of a named National of the State.
- 1.1.6 Passport or travel document endorsed to show the holder is exempt from Immigration Control.
- 1.1.7 Registration Card showing the holder is entitled to take up employment in the UK.

1.2. **OR:** Two of the original documents listed below:

- 1.2.1 P45, P60 or National Insurance card or letter from a Government Agency confirming a permanent
- 1.2.2 National Insurance number.
- 1.2.3 Full Birth Certificate.
- 1.2.4 Certification of registration or naturalisation as a British Citizen.
- 1.2.5 Letter from the Home Office showing the holder has been granted indefinite leave to enter and remain in the UK.
- 1.2.6 Immigration Status Document.
- 1.2.7 Work permit approved by Work Permit UK.
- 1.2.8 Passport to confirm right to enter and work in the UK.

**SCHEDULE 18 – DECLARATION THAT WORKFORCE EMPLOYED BY SUB-CONTRACTOR SATISFIES ALL REQUIREMENTS IN RESPECT OF ELIGIBILITY TO WORK IN THE UNITED KINGDOM**

Declaration

We declare that the workforce employed by the company named below satisfies all requirements in respect of eligibility to work in the UK as defined within the Immigration (Restrictions on Employment) Order 2007, SI 2007/3290, the Immigration, Asylum and Nationality Act 2006 (Commencement No.8 and Transitional and Saving Provisions) Order 2008, SI 2008/310 and 2007/11/22 and that the Employment Relations Act 1999 (Blacklists) Regulations 2010 has been complied with.

Signed Director.....  
Docusigned by:  
*Ian Henry*  
6C02F915A2B042A...

Company..... Anderson Interiors