

**Leeana Taft**  
**CP Interiors**  
**Rue Des Pres Trading Estate**  
**St Saviour, Jersey, JE2 7QP**

25 July 2022

Reference: DOMESTIC 29

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**TORPA**  
 APPOINTMENT LETTER  
CP Interiors

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**Type of Subcontract Appointment** : DOMESTIC SUBCONTRACTOR  
  
**Appointment covers** : Supply and installation of curtains and blinds  
  
**Appointed Value Exclusive of VAT** : £61,669.73 - As per recommendation  
**Appointed Value in Words Exclusive of VAT** : Sixty One Thousand Six Hundred Sixty Nine Pounds and Seventy Three Pence  
 : As per the Quote dated :Revised 07/07/2022 attached

**Terms:**

- 1 The terms, conditions and specification of the **JCT Intermediate Building Contract with Contractor Design (IC) 2016**
- 2 The work will be carried out under the terms and conditions of the JCT Intermediate Sub-Contract with Design Agreement 2016 (ICSubD/C) J2016 Edition .
- 3 Documents and references which form part of this agreement will be effective and binding.
- 5 Where the Contract Price Adjustment Provision is to be used the base month shall be: **N/A**
- 6 We shall retain 5% retention of the gross valuation for each interim payment certificate in compliance with the provisions of Part 1, Clause 4.8.1 under Contract Particulars Section.
- 7 A letter from Insurers confirming that the subcontractor is adequately covered in terms of the contract.

**Program Requirements:**

- 8 The work to be carried out in accordance with the construction program, which may be revised from time to time. Details of the current program are available from:
 

Contact Person	: Stewart Giles
Designation	: Contracts Manager
Contact Number	: +44 7781 418010
E-Mail Address	: <a href="mailto:stewart@rci.gg">stewart@rci.gg</a>
- 9 The subcontractor shall assume full responsibility for obtaining any information or documentation required to enable the subcontract works to proceed in accordance with the aforementioned program.
- 10 Your work is to be supervised by a competent person whom you undertake to retain full time on site during the course of your subcontract operations. Any changes to your site supervisory staff are to be notified to ourselves within 7 calendar days
- 11 In the event of the contract works program requiring the subcontract works to be carried out as a non-continuous operation, the subcontractor agrees to carry out the works, and hereby waives any and all claims for additional remuneration for re-establishment and or for any other cause whatsoever arising.

- 12 Where the subcontractor fails to bring the works or sections thereof to practical completion on the date or dates stated in the program or revision thereof, the subcontractor shall be liable to the contractor for the penalty per calendar day for non-completion of the works or each section thereof.
- 13 Prior to the manufacture of elements that need to be incorporated into the work, all measurements must be checked on site and where necessary, materials, samples and shop drawings must be approved by the relevant agents. Failure to comply with this procedure will not be accepted as grounds for non-compliance with the contract program.
- 14 Commencement by the subcontractor shall be deemed as acceptance of preceding works (e.g. screeds for flooring, surfaces for painting, etc.).
- 15 The subcontractor herewith agrees to work the same working hours and have the same payment weekends as the contractor.
- 16 The annual building holiday period:  
TBC

### Payments:

- 17 Your monthly application for payment will be processed by:
- |                |   |  |
|----------------|---|--|
| Contact Person | : | Brian Mabvira                                  |
| Designation    | : | Senior Quantity Surveyor                       |
| Contact Number | : | +44 79 1176 4250                               |
| E-Mail Address | : | <a href="mailto:brian@rcl.gg">brian@rcl.gg</a> |

Details of which must be received by no later than the 20<sup>th</sup> of each month. Your application must be in the same format as the bill of quantities, with any additional items separated and clearly referenced to the principal agent's / contractor's instructions. **Note:** all additional works costs need to be agreed prior to any commencement of the works.

- 18 All Payments will be made 30 (Thirty) days from the date of invoice, unless special arrangement has been made.
- 19 The subcontractor is to provide banking details as per **Annexure C**.
- 20 Remedial work due to damages caused by another party needs to be identified, priced and agreed with that party within **7 (seven)** working days of the occurrence. Failing which the subcontractor shall forfeit such a claim and will repair damages at his own cost.
- 21 Any damages caused by the subcontractor to the works will be for the subcontractor's account. The subcontractor hereby permits the contractor to recover monies as a result of any damages caused.
- 22 We agree that our workplace will be maintained and cleaned by ourselves at all times. We will also provide labour to the Main Contractor's Cleaning team in order to contribute to the cleanliness of the site. If we do not adhere to the aforesaid, we agree that **Ravenscroft Construction Limited** will clean on our behalf and contra charge our company accordingly.

### Additional Conditions:

- 23 The subcontractor shall submit and obtain the architect's / engineer's approval of samples if required and submit a warranty when required.
- 24 The subcontractor shall adhere to the rules and regulations of the site as set out by the contractor. The site rules and regulations may be amended by the contractor from time to time.
- 25 The subcontractor agrees and is compelled to attend regular safety, co-ordination and progress meetings set up either by the contractor or the professional team.
- 26 Employer and Third Party Insurance: Evidence of subcontractor's employer and third party insurance coverage is to be forwarded to Ravenscroft Construction Limited.

27 It is confirmed that the following Island allowances and project workings are incorporated within the Tender Sum and Tender Rates.

- States Holidays
- States insurances and taxation
- Local noise abatement laws
- Local by-laws
- Local building regulations and requirements of the Island Development Committee and States B.C.
- All transport, accommodation and procurement costs.
- Site hours of 0800 – 1630 Monday to Thursday, Friday 0800 -1530. Saturday and Sunday working at the discretion of site management (noise abatement to apply within these times).
- Port charges, demurrage, excise duty and the like.
- No parking on site at any time.
- All deliveries must be coordinated with the site manager

**Safety:**

- 28 As a prerequisite for, and prior to placing this subcontract, commencing on site and certifying any payments for work done, we require all the relevant safety documentation as required by Occupational Health and Safety Act and Construction Regulations to be submitted to our office within 7 (seven) calendar days of the receipt hereof.
- 29 You shall be responsible for compliance with TG20:13 "The design, erection, use and inspection of access scaffolding" as amended from time to time.
- 30 Safety Health and Environmental Management Systems Requirements shall be maintained and monitored throughout the contract. Such files shall be kept at a designated place on site and at the end of the contract be retained by the contractor.
- 31 All employees should acquire **Passport to Safety** and receive site specific induction before any work can commence on site.
- 32 No Smoking will be permitted on site at any time. This is an insurance stipulation – any person not complying will be asked to leave site immediately. on site at any time. This is an insurance stipulation – any person not complying will be asked to leave site immediately.
- 33 The workplace will be maintained and cleaned by the subcontractor at all times. The subcontractor will also provide labour to the contractor's cleaning team in order to contribute to the cleanliness of the site and to good housekeeping. Failure to comply will result in the contractor cleaning and contra charging the subcontractor accordingly.
- 34 Personal Protective Clothing and Equipment (PPE) shall be as per specification. Failure will result in the subcontractor not being permitted on site until it has been rectified.
- 35 Subcontractor needs to provide competency certificates, licenses, permits and medical certificates of fitness, etc. on request. Failure will result in the subcontractor not being permitted on site until it has been rectified.

**QA / QC:**

- 36 The subcontractor is to ensure his obligations in terms of QA are strictly adhered to and the implementation of QC procedures to achieve the "Right First Time" policy.
- 37 During the snagging process, each subcontractor is expected to undertake their own formal inspection prior to requesting an inspection by the contractor / professional team.
- 38 Failure to provide / maintain the QA / QC on a monthly basis, after being instructed to do so will result in monthly payment being withheld until the default is rectified to the satisfaction of the contractor.

**Acceptance:**

- 29 This letter of appointment will form the basis of the subcontract agreement between the subcontractor and the contractor. It is a requirement that you sign in the space provided and return same within 14 (fourteen) days of receiving this letter of appointment / any commencement of work.
- 30 The subcontractor hereby acknowledges receipt of his agreement and will act accordingly.

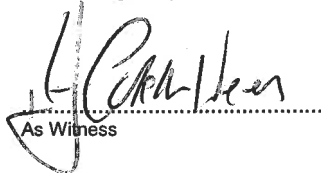
SIGNATURE OF THE CONTRACTING PARTIES

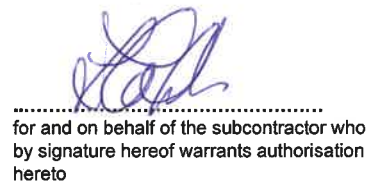


Thus done and signed at ..... on .....

LEKANA TAGG  
Name of Signatory

DIRECTOR  
Capacity of Signatory

  
As Witness

  
for and on behalf of the subcontractor who  
by signature hereof warrants authorisation  
hereto

Yours faithfully  
**Ravenscroft Construction Limited**



**Brian Mabvira**  
Senior Quantity Surveyor

Cell: +44 79 1176 4250  
Tel: +44 (0)1481 233109  
Email: [brian@rcl.gg](mailto:brian@rcl.gg)



**Stewart Giles**  
Contracts Manager

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