

017 RC971

RAINBOW BLINDS AND INTERIORS JOB SHEET

LEVEL 4 Room 4200

INVOICE NUMBER 41160

RAINBOW JOB NUMBER RA5781

PURCHASE ORDER NUMBER 0000062439

QS _____

SITE MANAGER _____

INVOICE ADDRESS
GHI CONTRACTS LTD
BELGRAVE COURT
ROSEHALL ROAD
BELLSHILL
LANARKSHIRE

DELIVERY ADDRESS
UNIV OF EDINB
JOMB TEACHING LAB
Peter Guthrie Road
Kings Building
Edinburgh

Supply + install, 5no: MURBLOK ZIP SYSTEM BlO BLINDS
* SQUART 16TH JULY
* CONTACT SQUART 23/7/19 TO SEE IF
WINDOWS ARE FINISHED *
SQUART CLUB 07498-306803
original sum 1580.86 + additions. 648.56.

- Instruction for S. Gliss rollers £602.23 x 4 = £2408.92

APPLICATIONS SENT _____

RAMS _____

O&M'S _____

ADDITIONAL INFORMATION
TESTING + COMMISSIONING
28/8/19.

TENDER SUM 4638.34
£ 2229.42

AGREED MCD 2.5%

ORDER RECEIVED _____

Contracts

From: Ryan Scott <RScott@ghicontracts.co.uk>
Sent: Thursday, June 20, 2019 3:22 PM
To: Contracts
Cc: Greig McGinty; Ross Galloway; Stuart Clubb; Lee Marshall
Subject: UoE - JCMB Teaching Labs - Purchase order
Attachments: GHI 55.23.01.19 - Terms Conditions - Abbreviated.pdf; JCMB - Teaching Labs - Programme of Works.pdf; PO62439 - Rainbow Blinds & Fabrics - 10959.pdf

Good afternoon Stephen,

Please find attached our purchase order, abbreviated terms & conditions and construction programme for the works at the University of Edinburgh – JCMB Teaching Labs.

Our contacts for the project are as below:

Project Manager: Greig McGinty - 07711 759 541

Site Manager: Stuart Clubb - 07498 306 803

Unfortunately myself and Greig are on annual leave until the 8th of July 2019. In our absence our project manager Lee Marshall will be dealing with the project. If you have any immediate queries Lee will be the best point of contact.

Can you advise on the current lead time of the blinds in the mean-time?

Best regards,

Ryan

Ryan Scott
Quantity Surveyor

www.ghicontracts.co.uk

Belgrave Court, Rosehall Road, Bellshill ML4 3NR

t: 01698 844202 **dd:** 01698 840432 **m:** 07377 413648



BILL PACE STATES 5 BLINDS,
ONLY 4 WINDOWS IN ROOM
AND BILL SAID ONE AT 250MM
WIDE, THOUGHT THIS MIGHT BE
A DOOR VISION PANEL.

This
belc
Info
use
The

For please contact the sender at the address
with the addressee. Unauthorised copying and
s with the recipient.



GHI Contracts Ltd

Belgrave Court
Rosehall Road
Bellshill
Lanarkshire
Tel: 01698 844202

P/ORDER

Order To

Rainbow Blinds & Interiors
54 Canyon Road
Excelsior Park
Wishaw

ML1 0EG

Order No 000062439
Job Ref 000010959
Order Date 20/06/2019
Delivery Date 20/06/2019
Order Placed By RS

Tel 01698 351888 Fax 01698 351999

Quantity	Description	Unit Price	Disc%	Amount
1.0000	Blinds	1621.40	2.50	1580.86
	PROJECT NAME: University of Edinburgh – JCMB Teaching Lab			
	MAIN CONTRACT WORKS (where applicable):			
	Employer/Client: University of Edinburgh			
	Main Contractor: GHI Contracts			
	Main Contract Conditions: SBCC Minor works with Design for use in Scotland (MW/Scot) 2016 edition			
	Main Contract Works: Refurbishment of Teaching Labs			
	Date for Possession: 1st of July 2019			
	Date for Completion: 30th of August 2019			
	Liquidated Damages: £750.00 per week			

**GHI's STANDARD TERMS & CONDITIONS APPLY AT ALL TIMES
SUB CONTRACTORS MUST SUBMIT APPLICATION FOR PAYMENT FOR APPROVAL PRIOR TO
INVOICE. FAILURE TO DO SO WILL RESULT IN INVOICES BEING RETURNED.**

5.00 % Retention on Interim Payments
2.50 % Retention on Final Account Value

**FINAL PAYMENTS WILL NOT BE RELEASED UNTIL ALL HEALTH AND SAFETY
AND OPERATIONS AND MAINTENANCE INFORMATION HAS BEEN RECEIVED**

Delivery Address

UoE Teaching Lab JCMB Building
Peter Gurthrie Road
Kings Building
Edinburgh

EH9 3FD

Nett Total	1580.86
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GHI Contracts Ltd

Belgrave Court
Rosehall Road
Bellshill
Lanarkshire
Tel: 01698 844202

P/ORDER

Order To

Rainbow Blinds & Interiors
54 Canyon Road
Excelsior Park
Wishaw

ML1 0EG

Order No 0000062439
Job Ref 0000010959
Order Date 20/06/2019
Delivery Date 20/06/2019
Order Placed By RS

Tel 01698 351888 Fax 01698 351999

Quantity	Description	Unit Price	Disc%	Amount
1.0000	Blinds WORKS DESCRIPTION/SPECIFICATION ("SUB-CONTRACT WORKS"): Specification: Tender Information Sheet Drawing references: 08 Fittings & Fixtures 08 Fittings & Fixtures 0613Q1(00)01 SUB-CONTRACT DESIGN: N/A SUB-CONTRACT SUM: £1,621.40 (One thousand, six hundred and twenty one pounds sterling) Subject to 2.5% MCD.			

**GHI's STANDARD TERMS & CONDITIONS APPLY AT ALL TIMES
SUB CONTRACTORS MUST SUBMIT APPLICATION FOR PAYMENT FOR APPROVAL PRIOR TO INVOICE. FAILURE TO DO SO WILL RESULT IN INVOICES BEING RETURNED.**

- 5.00 % Retention on Interim Payments
- 2.50 % Retention on Final Account Value

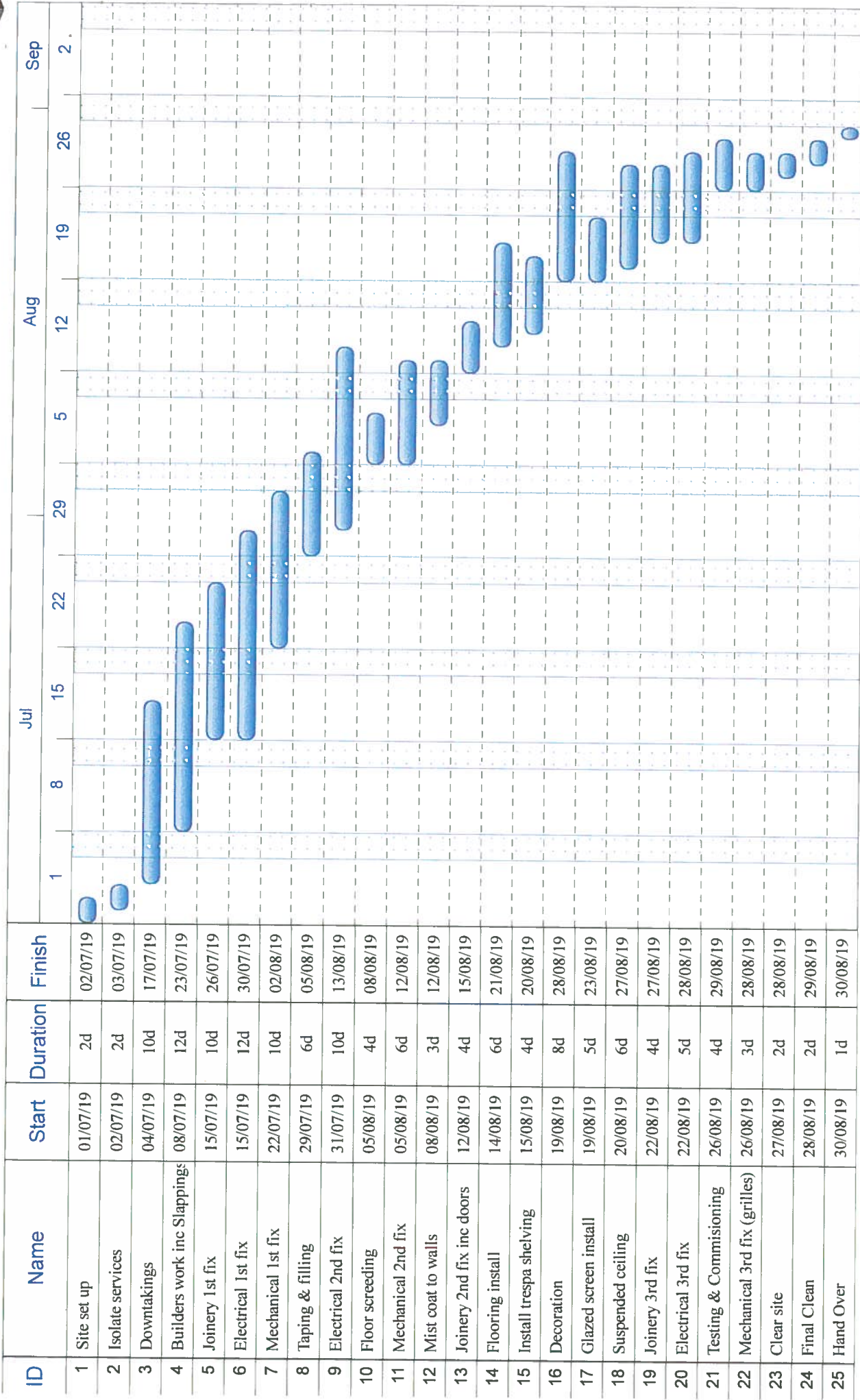
FINAL PAYMENTS WILL NOT BE RELEASED UNTIL ALL HEALTH AND SAFETY AND OPERATIONS AND MAINTENANCE INFORMATION HAS BEEN RECEIVED

Delivery Address

UoE Teaching Lab JCMB Building
Peter Gurthrie Road
Kings Building
Edinburgh

EH9 3FD

Nett Total	1580.86
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GHI CONTRACTS LIMITED SUB-CONTRACT TERMS & CONDITIONS

Definitions

- 1 (a) "GHI" means GHI Contracts Limited, incorporated under the Companies Acts (Company No SC152713) and having their Registered Office at Belgrave Court, Rosehall Road, Bellshill, Lanarkshire, ML4 3NR.
- (b) "Sub-Contractor" means the sub-contractor more particularly described in the Purchase Order.
- (c) "Conditions" means these GHI Contracts Limited Sub-Contract Terms and Conditions.
- (d) "Sub-Contract" means and is comprised of the following documents the GHI Contracts Limited Sub-Contract Terms and Conditions, the Purchase Order to which these Conditions are attached, the terms of any covering letter on GHI headed notepaper and signed by a director of GHI amending these Sub-Contract Terms and Conditions, the Pre-Start Meeting Minutes, the Specification, any drawings signed by GHI and the Sub-Contractor.
- (e) "Sub-Contract Works" means the sub-contract works as more particularly described in the Purchase Order.
- (f) "Sub-Contract Sum" means the sum set out in the Purchase Order payable by GHI to the Sub-Contractor in accordance with clause 11 herein or such other sum as shall become payable in accordance with the Conditions.
- (g) "Main Contract" means the main contract entered into between GHI and the client as more particularly described in the Pre-Start Meeting Minutes and/or Purchase Order.
- (h) "Main Contract Works" means the main contract works as more particularly described in the Purchase Order.
- (i) "Specification" means the documents more particularly describing the Sub-Contract Works as listed in the Pre-Start Meeting Minutes and/or Purchase Order.
- (j) "Project" means the project as more particularly described in the Purchase Order.
- (k) "Pre-Start Meeting Minutes" means the pre-start meeting minutes completed at the pre-start meeting and signed by both parties and which shall form part of the Sub-Contract.
- (l) "Purchase Order" means the purchase order issued to the Sub-Contractor confirming the particulars of the Project including but not limited to the location of the Site, Sub-Contract Sum, Specification and Drawings.
- (m) "Site" means the site identified in the Purchase Order and/or Pre-Start Meeting Minutes.
- 2 (a) The Conditions shall apply at all times and together with the Purchase Order shall govern the agreement between the parties. The Conditions shall prevail and take precedence over any other terms and conditions whenever and howsoever transmitted. Any term or condition contained in any document submitted by the Sub-Contractor to GHI is hereby expressly excluded.
- (b) The Sub-Contractor is deemed to have accepted these Conditions, whether or not the Purchase Order is signed, if it commences any work forming part of or in relation to the Sub-Contract Works whether on or off Site.
- 3 The Sub-Contractor acknowledges that GHI may be party to a Main Contract. A copy of the Main Contract will be available for inspection at the registered office of GHI and the Sub-Contractor is deemed to have full knowledge of the provisions of the Main Contract (except any detailed pricing information included in any specification, description of works, variations or drawings).

Sub-contractor's obligations

- 4 (a) The Sub-Contractor shall with due diligence and in a good, proper and workman like manner carry out and complete the Sub-Contract Works in accordance with the Sub-Contract using materials and workmanship of the quality and standards specified in the Sub-Contract and in all respects to the reasonable satisfaction of GHI and to the satisfaction of any supervising architect or engineer for the time being under this Sub-Contract or any Main Contract and in conformity with the reasonable directions and requirements of GHI. For the avoidance of doubt, no approval, expressed or implied, by GHI or the client under any Main Contract or any of their agents and employees (including without limitation the design team and the project manager and contract administrator appointed in relation to the Main Contract) shall in any way relieve the Sub-Contractor of his responsibility for complying with the Sub-Contract.
- (b) The Sub-Contractor shall observe, perform and comply with all the provisions of the Sub-Contract or of the Main Contract which require to be observed, performed and complied with by the Sub-Contractor insofar as they relate and apply to the Sub-Contractor's obligations under the Sub-Contract (or any portion of the same). In the event there are conflicts or discrepancies between the Sub-Contract and the Main Contract the provisions of the Sub-Contract shall take precedence.
- (c) The Sub-Contractor shall indemnify and save GHI harmless against and from:-
- (i) any breach, non-observance or non-performance by the Sub-Contractor, its servants or agents of the said provisions of this Sub-Contract or of the Main Contract or of either of them,
- (ii) any act or omission by the Sub-Contractor, its servants or agents which involves any liability to any third party under the Main Contract,
- (iii) any claim, damage, loss or expense due to or resulting from any negligence or breach of duty on the part of the Sub-Contractor, its servants or agents, and
- (iv) any loss or damage resulting from any claim under any statutory provision in force for the time being by any employee of the Sub-Contractor in respect of personal injury arising out of or in the course of their employment.
- (c) Where under the Sub-Contract the Sub-Contractor is to undertake any design the Sub-Contractor shall exercise and warrants that he has exercised all the reasonable skill care and diligence to be expected of a competent designer experienced in carrying out and completing the design for works of a similar nature, value, complexity and timescale to the Sub-Contract Works. The Sub-Contractor's liability under the Sub-Contract shall endure for a period of 12 years from the date of practical completion of the Main Contract Works.

- (d) GHI may provide drawings and other design information to the Sub-Contractor. GHI do not warrant the accuracy of this design information including any calculations, drawings or other information contained therein.
- (e) Where the Main Contract requires GHI to procure collateral warranties from its sub-contractors, the Sub-Contractor shall execute a collateral warranty in terms required by the Main Contract within 14 days of a written request from GHI. If the Sub-Contractor fails to execute such collateral warranty within 14 days of GHI's request, GHI may execute it on behalf of the Sub-Contractor and the Sub-Contractor hereby irrevocably appoints GHI as the Sub-Contractor's attorney for the purpose of executing any such collateral warranty. The Sub-Contractor agrees to ratify and confirm any action taken by GHI by virtue of this Power of Attorney. During this period and until an executed collateral warranty is procured and accepted under the Main Contract subject always to the provisions of clause 12 herein, GHI may withhold all payment which would otherwise become due to the Sub-Contractor.
- (e) The Sub-Contractor undertakes to make good at his own expense, to the satisfaction of GHI and in accordance with the requirements of both the Sub-Contract and the Main Contract, any defects or other faults arising in the Sub-Contract Works at such times and in such manner as GHI may reasonably require, but in any case in accordance with the requirements of the Main Contract and so as not to delay the issuing of any certificate or notice under the Main Contract signifying that all defects in the Main Contract Works have been made good.

Insurance and Liability

- 5 (a) The Sub-Contractor shall maintain Employers' Liability Insurance cover at a minimum level of £10,000,000 and shall maintain Public Liability Insurance at a minimum level of £2,000,000. The Sub-Contractor shall also maintain contract works, or Contractor's "All Risks", insurance for the full value of the Sub-Contract Works such insurance to be held until the Main Contract Works or that part of them containing all of the Sub-Contract Works, are complete. The Sub-Contractor shall insure against loss or damage to any existing structures, together with any contents owned by the Sub-Contractor or for which the Sub-Contractor is responsible including all unfixed materials and goods delivered to, placed on or adjacent to the Sub-Contract Works. The Sub-Contractor shall, if called upon to do so by GHI produce evidence of the insurance cover required by this clause.
- (b) The Sub-Contractor shall be responsible for loss or damage to any materials or goods on Site for its own use or those intended for incorporation into the Sub-Contract Works until such materials and goods have been fully, finally and properly incorporated into the Sub-Contract Works (save for any loss or damage due to any negligence, omission or default on the part of GHI or its servants or agents).
- (c) If the Sub-Contractor has a design responsibility (as outlined in Clause 4(c)), the Sub-Contractor shall maintain professional indemnity insurance cover at a minimum level of £2,000,000 in respect of such design responsibility. The Sub-Contractor shall, if called upon to do so by GHI produce evidence of the insurance cover required by this clause.

Health and Safety

- 6 GHI and the Sub-Contractor shall be bound by the Construction (Design & Management) Regulations 2015 ("the CDM Regulations"). The Sub-Contractor will observe and comply with the CDM Regulations and the Health & Safety at Work etc. Act 1974 or any subsequent re-enactment thereof ("the Act") and any regulations and other secondary legislation enacted under the Act and with Approved Codes of Practice ("ACOP") and any relevant statutory provisions as defined in the Act and will comply with all reasonable directions of GHI aimed at ensuring such compliance by the Sub-Contractor and GHI in relation to the Sub-Contract Works. The Sub-Contractor shall provide to GHI prior to carrying out any of the Sub-Contract Works the health and safety statement, method statements and risk assessments for the Sub-Contractor.

Programme

- 7 The Sub-Contractor shall commence its works within the time specified in the Sub-Contract, or if no such time is specified, then within a reasonable time after receipt by the Sub-Contractor of a written instruction from GHI to commence the Sub-Contract Works and shall proceed with the same with due expedition.
- 8 (a) If the Sub-Contractor fails to complete the Sub-Contract Works or any section thereof within the period specified in the Sub-Contract, or if no period is specified, within a reasonable period, GHI may issue a non-completion notice for the Sub-Contract Works or section thereof. GHI shall also notify the Sub-Contractor before the Due Date (as defined in clause 12 herein) that it may require payment of or may withhold or deduct liquidated damages.
- (b) Such notice shall set out that for the period between the expected completion date as set out in the Purchase Order and the date of practical completion of the Sub-Contract Works the Sub-Contractor shall pay to or allow GHI to deduct liquidated damages at the rate stated in the Purchase Order or Pre Start Meeting Minutes.
- (c) If GHI fixes a later completion date for the Sub-Contract Works then GHI shall repay any amount deducted pursuant to clause 8(b).

Variations

- 9 Where the Purchase Order specifies a fixed price Sub-Contract Sum for the execution of Sub-Contract Works by the Sub-Contractor, no alteration to the Sub-Contract Sum shall be allowed unless agreed by GHI in writing. In the event of any additional works being instructed as hereinafter provided, payment will be made upon the basis of a fair and reasonable value.
- 10 No variations or additions to the Sub-Contract Works will be executed by the Sub-Contractor unless GHI has given written instruction. In the event of any variations or additional work being executed by the Sub-Contractor without such written instructions, the Sub-Contractor shall not be entitled to any additional payment or additional time to complete the varied or additional work and GHI shall have no liability to make payment in respect of the same.
- 11 By acceptance of these Conditions and of the Sub-Contract, the Sub-Contractor agrees to provide, without further cost, technical and illustrative documentation, in triplicate, relating to materials or goods used in the Sub-Contract Works in order to facilitate the compilation of operation and maintenance manuals in relation to the Project.

Payment

- 12 (a) Interim payments shall be made to the Sub-Contractor in accordance with this clause 12. The amount due as an interim payment shall be the gross valuation of the Sub-

Contract Works calculated in accordance with this clause 12 less the amounts noted in clause 12(k) herein.

The gross valuation for the purpose of the interim payment is the total of the following amounts

- the total net value of construction work properly executed by the Sub-Contractor including any permitted variations; and
- the total value of the materials and goods delivered to the Site for incorporation into the Sub-Contract Works provided always a vesting certificate is provided to GHI evidencing that absolute title in the goods and materials is passed from the Sub-Contractor to GHI.

(b) The Sub-Contractor shall make an application for payment for work done and materials on Site supplied to the Contractor in a format agreed with the Contractor 10 days prior to the date set out in the Payment Schedule notified to the Sub-Contractor. Each application for interim payment shall be made by way of an interim valuation prepared by the Sub-Contractor stating the sum it considers to be due to it and the basis on which that sum has been calculated. Provided always that the Sub-Contractor has submitted its application for payment in accordance with this clause 12 the date falling 10 days after the Sub-Contractor's interim application shall be the due date for payment ("Due Date"). In the event the Sub-Contractor does not comply with the provisions of this clause 12 then the Contractor shall either issue its Payment Notice in accordance with clause 12(c) below using the dates in the Payment Schedule as a guide to calculate the Due Date and shall make its own assessment of the amount due to the Sub-Contractor or, if this is not possible, the Sub-Contractor's entitlement to any payment for the period in question shall be deferred until the following period and no payment shall become due.

(c) Not later than 10 days after the Due Date GHI shall give written notice to the Sub-Contractor stating the amount which GHI considers to be due at the Due Date and the basis upon which that amount is calculated (the "Payment Notice"). Subject to clause 12(d) herein, where no such Payment Notice is given the amount to be paid is that stated in the interim valuation.

(d) The final date for payment by GHI shall be 50 days following the Due Date (the "Final Date for Payment"). Where GHI intends to pay less than the Payment Notice written notice must be given to the Sub-Contractor not later than 1 day before the Final Date for Payment (a "Pay Less Notice").

(e) Not later than three months after practical completion of the Sub-Contract Works the Sub-Contractor shall at his own expense measure the Sub-Contract Works and send to GHI all documents necessary for the purpose of computing the Sub-Contract Final Payment valuation.

(f) Within three months of GHI receiving the Sub-Contractor's final measure and supporting documentation, GHI shall prepare and forthwith send a Sub-Contractor's Final Payment Notice.

(g) Subject to service of a Pay Less Notice no payment will be made nor invoice will be recognised unless GHI's Purchase Order number is quoted.

(h) Subject to clause 12(g) GHI shall pay to the Sub-Contractor, as final payment, the total value of the Sub-Contract Works properly executed less the sums set out in sub-clause (k). Such final payment shall be due 50 days after receipt by GHI of the Sub-Contractor's invoice following the issue of the Practical Completion Certificate in accordance with the Main Contract.

(i) Where either the Employer or any third party is insolvent the sums ascertained in accordance with sub-clauses (c) and (f) shall be due upon receipt of any such payment by GHI and shall be payable 7 days thereafter and for the purposes of this sub-clause only "third party" shall mean any person (whether a corporate entity or otherwise) who may make a payment (whether directly or indirectly) to the Employer in respect of such sums and "insolvent" shall have the meaning ascribed to it by section 113 Housing Grants, Construction and Regeneration Act 1996.

(j) Where the Sub-Contractor's employment under the Sub-Contract is terminated pursuant to clause 13, any sum ascertained in accordance with clause 12 shall fall due and shall be payable to the Sub-Contractor 50 days after receipt by GHI of the Sub-Contractor's invoice.

(k) The sums to be deducted in order to ascertain the amounts due pursuant to sub-clauses (c) or (f) as the case may be are -

1. the aggregate of payments previously made under the Sub-Contract, and
2. any levy or other sum that the Contractor may be or become liable to deduct from or pay on account of such sum paid or payable to the Sub-Contractor hereunder by reason of any Act of Parliament or instrument rule or regulation made there under which may be or become law during the subsistence of the Sub-Contract, and
3. any discounts as have been provided for under the Main Contract unless a contrary provision has been provided elsewhere in the Sub-Contract; and
4. the value of goods, materials, plant, labour, or equipment forming part of the Sub-Contract Works or facilities (except those specified in the Eighth Schedule) which with the consent of the Sub-Contractor are supplied to the Sub-Contractor by the Contractor, and
5. retention at the rate set out in the Pre-Start Meeting Minutes; and
6. any amount which the Contractor may deduct or retain by way of liquidated damages as provided by clause 8.

Termination

13 GHI shall be entitled to terminate the Sub-Contract by notice in writing to the Sub-Contractor if-

- (a) the Sub-Contractor commits any material breach of any provisions of the Sub-Contract and, in the case of such a breach which is capable of remedy, fails to remedy the same within 5 calendar days after receipt of a written notice from GHI giving full particulars of

the breach and requiring it to be remedied in which event the Sub-Contractor shall be removed from Site immediately on the expiry of the 5 calendar days without further notice,

- (b) the Sub-Contractor or any of its servants or agents interferes with or obstructs the issue of any certificate due under the Main Contract or interferes with or obstructs the carrying out of the Main Contract Works or Sub-Contract Works;
- (c) fails within 7 days' notice in writing from GHI to proceed diligently with the Sub-Contract Works to the reasonable satisfaction of GHI and at all times in such a manner as will not in the opinion of GHI, prejudice the completion of the whole or any portion of the Main Contract Works in accordance with the provisions of the Main Contract;
- (d) refuses, delays, or fails within 7 days' notice or other extended time notified by GHI in writing to rectify any defective workmanship and/or materials to the standard required under the Sub-Contract and the Main Contract;
- (e) fails within 7 days' notice in writing from GHI to comply with any of the obligations on the part of the Sub-Contractor herein contained;
- (f) In addition, and without prejudice, to the foregoing, in the event that GHI's employment under the Main Contract is determined or where the employment of the Sub-Contractor is prohibited or is not approved under the Main Contract then GHI may, and shall (where a requirement of the Main Contract) determine the Sub-Contractor's employment under the Sub-Contract.
- (g) if the Sub-Contractor becomes bankrupt or makes any voluntary arrangement with its creditors or makes a composition arrangement with creditors or goes into liquidation (except for the purposes of an amalgamation, reconstruction or other re-organisation) and in such manner that the company resulting from the re-organisation effectively agrees to be bound by or to assume the obligations imposed on that other party under this Sub-Contract or has a proposal in respect of a company for a voluntary arrangement or scheme in accordance with the Insolvency Act 1986.
- (h) any waiver by GHI of a breach of any provision of this Sub-Contract shall not be considered as a waiver of any subsequent breach of the same or any other provision.
- (i) the right to terminate this Sub-Contract shall not prejudice any other right or remedy of GHI in respect of the breach concerned (if any) or any other breach.
- (j) where the Sub-Contractor's employment under the Sub-Contract is terminated no further sum shall be due to the Sub-Contractor until completion of the Sub-Contract Works by a third party and the costs charges and expenses incurred by GHI in completing the Sub-Contract Works following such termination together with a reasonable sum by way of overhead charges and supervision shall be set-off 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 shall be payable by the Sub-Contractor to GHI on demand without prejudice to any other claim or right of action which the Contractor may have against the Sub-Contractor.

Adjudication

14.1 Any dispute or difference arising under or in connection with the Sub-Contract may be referred to adjudication in accordance with the following provisions -

- (a) The Scheme for Construction Contracts 1998 SI No 687 as amended by the Scheme for Construction Contracts (Scotland) Regulations 1998 (Amendments) (Scotland) Regulations 2011.
- (b) The Adjudicator shall be a person to be appointed by the Chairperson or Vice Chairperson of the Royal Institution of Chartered Surveyors (Scottish Branch)

Arbitration

15 In the event of any dispute or difference arising between GHI and the Sub-Contractor in regard to any matters of a technical or specialist nature concerning the Sub-Contract or in connection therewith (for example whether the Sub-Contractor has complied with standards of performance expected of it), such dispute or reference shall be referred to arbitration. The identity of the arbitrator shall be agreed between the parties or failing agreement within 14 days after either party has given to the other a written request to concur in the appointment of an arbitrator, such arbitrator as may be appointed by the Chairman for the time being of the Royal Institution of Chartered Surveyors.

Assignment and Third Party Rights

16 The Sub-Contractor shall not assign the Sub-Contract or sub-let the Sub-Contract Works without the prior written consent of GHI. GHI shall be entitled to assign the Sub-Contract without the Sub-Contractor's consent. For the avoidance of doubt, no rights shall be conferred under or arising out of this Sub-Contract upon any person other than the parties and their permitted assignees and there shall not be created a *jus quaesitum tertio* in favour of any person

General

17. (a) The Sub-Contractor is deemed to have satisfied himself as to the nature, scope and location of the Sub-Contract Works and to the adequacy of access to the Site and the Sub-Contract Works and to all other factors relating to the carrying out of same. No claim for additional payment due to the foregoing will be accepted.
- (b) No variation of, or extra work to, the Sub-Contract Works shall vitiate the Sub-Contract, but the Sub-Contractor shall not undertake work involving a variation of or extra work to the Sub-Contract Works without previous written authority from GHI.
- (c) No overtime is to be worked without the Sub-Contractor having first obtained consent from GHI in writing.
- (d) The Sub-Contractor shall provide and maintain adequate supervision on Site at all times to the satisfaction of GHI and as required under the Main Contract.
- (e) The Sub-Contractor shall keep the Site and working areas clean and public roads clear at all times when his operations require the same.
- (f) The Sub-Contractor shall supply, furnish, unload and store on Site at his own risk and cost all items including materials, tools, tackle, plant, transport and equipment necessary for the complete and satisfactory performance of the Sub-Contract Works except such items as GHI shall agree in writing to supply or furnish for the use of the Sub-Contractor. Any such items or materials supplied by GHI shall not be included in any applications for payment by the Sub-Contractor. The Sub-Contractor shall be responsible for any accident, loss or damage whatsoever resulting from the use of such GHI supplied items or materials and no warranties or other liabilities shall be created either expressly or implicitly on the part of GHI by reason of such supply. The Sub-Contract shall make good at his own expense any loss or exceptional wastage of, or any damage to, any such items or materials.

- (g) Any instruction, drawings, levels or other information relating to the Sub-Contractor Works which are requested from the Sub-Contractor by GHI or other sub-contractors engaged on the works, must be provided in due-time and so as not to cause any disruption or delay to the Main Contract Works, provided that such requests are made in writing on a date which is not unreasonably close to the date on which such information is required
- (h) The Sub-Contractor shall comply with, and give all notices required by, any European Union Treaty provision, Regulation or Directive having direct or indirect effect in the UK and any Act of Parliament (both UK and Scottish) ("Statutory Provisions") and any instrument rule or order made under or pursuant to any such Statutory Provisions or any regulation or byelaw of any local authority or any statutory undertaker which has any jurisdiction with regard to the Main Contract Works or with whose systems the same are or will be connected (all such requirements to be complied with being referred to herein as "the Statutory Requirements"). The Sub-Contractor shall provide GHI with all such documentation as is necessary in order to carry out the Sub-Contract Works without delay and in compliance with the Statutory Requirements and the Main Contract.
- (i) All payments under this Sub-Contract are made exclusive of Value Added Tax as defined in the Value Added Tax Act 1994 as subsequently amended and modified ("VAT").

Proper Law & Jurisdiction

- 18 This Sub-Contract shall be governed and construed in all respects by the Law of Scotland and GHI and the Sub-Contractor hereby agree to the non-exclusive jurisdiction of the Scottish Courts.

Rainbow Blinds and Interiors Customer Satisfaction Sheet

5mm Hole.

CLIENT: GHI Contracts Ltd
 PURCHASE ORDER NO: 0000062439
 JOB No: RA5781
 University of Edinburgh, JcMB Building

WORKS CARRIED OUT:
 4 nr Silent Glass Cassettes.

CARRIED OUT BY:
 DATE:

I CONFIRM THE ABOVE WORKS HAVE BEEN CARRIED OUT TO MY SATISFACTION
 NAME SCOTT CLARKE
 SIGNATURE *[Signature]*
 POSITION SITE FOREMAN
 DATE 22/01/20

WORKS OUTSTANDING YES NO
 DETAILS: Cover caps for holes on verticle runners. required.

- SCMB BUILDING

2190)	1765 x 900	EXACT	RHC
2190)	1760 x 900	"	RHC
2170)	1760 x 900	"	RHC
2185)	1770 x 900	"	RHC

ALL FACE FIT CASSETTE & SIDE CHANNELS
BUDGET FILM 215 x 1565

Check 4730 cassettes
downstairs. some can
make out of those.

Allison Swankie

From: Greig McGinty <GMcGinty@ghicontracts.co.uk>
Sent: 02 September 2019 12:02
To: Sales; Allison Swankie
Cc: Stuart Clubb; Anna Wierzbicka
Subject: FW: FW: 3307 Blinds
Attachments: Edinburgh University charitable status

Stephen,

The client has selected for the backing to the blackout blinds we require art JCMB Level 3.

Happy to proceed with 909 grey which will be similar to the general wall colour.

Would it be possible to get these fitted later this week?

Trust this meets with your approval and await reply,

Regards,

Greig McGinty
Project Manager

www.ghicontracts.co.uk

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From: N Corsie <ncorsie@ed.ac.uk>
Sent: 02 September 2019 11:28
To: CORSIE Neil <n.corsie@ed.ac.uk>; CAVAYE Adrian <Adrian.Cavaye@ed.ac.uk>
Cc: Greig McGinty <GMcGinty@ghicontracts.co.uk>; Stuart Clubb <SClubb@ghicontracts.co.uk>; MUIR George <G.Muir@ed.ac.uk>
Subject: RE: FW: 3307 Blinds

Hi Adrian,

The important thing is that the blinds are encased at the edge so absolutely no light can escape when they are closed.
The same as the old black blinds.

The grey colour is fine with me.

Many thanks,
Neil

Sent from my Xperia on O2

---- CAVAYE Adrian wrote ----

Hi Neil,

See attached for the blinds. Not many colour options but do you have a preference? Happy with 909 grey which will be similar to the general wall colour?

Adrian

.....

Adrian Cavaye

BA Hons (Design)

Interior Designer

Estates Department

Small Projects & Minor Works

Postal Address:

9 Infirmary Street, Edinburgh, EH1 1NP

T: [0131 650 2471](tel:01316502471)

M: [07890563097](tel:07890563097)

Reception : [0131 650 2494](tel:01316502494)

E : adrian.cavaye@ed.ac.uk

Please note I do not work Thursday afternoons.

.....

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From: Greig McGinty <GMcGinty@ghicontracts.co.uk>
Sent: 30 August 2019 17:04
To: CAVAYE Adrian <Adrian.Cavaye@ed.ac.uk>
Cc: Stuart Clubb <SClubb@ghicontracts.co.uk>; MUIR George <G.Muir@ed.ac.uk>
Subject: RE: 3307 Blinds

Adrian / George,

I have nearly missed them, they have been onsite to review the windows although I wasn't aware we had to select a colour for the backing of the black out blinds, as such please select a colour from the attached.

Trust this meets with your approval,

Regards,

Greig McGinty

Project Manager

www.ghicontracts.co.uk

Belgrave Court, Rosehall Road, Bellshill ML4 3NR

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From: CAVAYE Adrian <Adrian.Cavaye@ed.ac.uk>
Sent: 30 August 2019 13:19
To: Greig McGinty <GMcGinty@ghicontracts.co.uk>
Cc: Stuart Clubb <SClubb@ghicontracts.co.uk>; MUIR George <G.Muir@ed.ac.uk>
Subject: 3307 Blinds

Hi Greig,

Where are we with order/installation of blinds for 3307 windows and door? I had specified the following " New Silent Gliss ref SG4730 or similar chain operated dim out/black out blinds to window screens 01 to 04. Roller blind housed in supplied 90x90mm head boxing. Zip profile contains fabrics within click-in side profiles. Frame/profiles in white. FR blackout fabric - colour to be confirmed. Corresponds to safety norms EN [13120](#), EN [16433](#) and EN [16434](#).

Provide chain operated blackout roller blind to door D.01 in same fabric as window screen blinds."

I don't recall seeing anything regarding supplier or fabric colour options. Have these been missed?

Please advise.

Adrian

.....

Adrian Cavaye

BA Hons (Design)

Interior Designer

Estates Department

Small Projects & Minor Works

Postal Address:

9 Infirmarv Street, Edinburgh, EH1 1NP

T: [0131 650 2471](tel:01316502471)

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Reception : [0131 650 2494](tel:01316502494)

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www.estates.ed.ac.uk

Please note I do not work Thursday afternoons.

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Allison Swankie

From: Greig McGinty <GMcGinty@ghicontracts.co.uk>
Sent: 10 September 2019 13:24
To: Allison Swankie
Subject: RE: JCMB of Edinb

Alison,

Please proceed with the additional 2no blinds for JCMB as per your quote received previously.

Regards,

Greig McGinty
Project Manager

www.ghicontracts.co.uk

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From: Allison Swankie <allison@rainbow-blinds.com>
Sent: 10 September 2019 13:12
To: Greig McGinty <GMcGinty@ghicontracts.co.uk>
Subject: RE: JCMB of Edinb

Hi Greig

Just looking to see if I am to proceed with these 2 also?

Many Thanks
Allison

From: Contracts
Sent: 09 September 2019 12:02
To: Greig McGinty <GMcGinty@ghicontracts.co.uk>
Subject: FW: JCMB of Edinb

Hi Greg

Please find attached a copy of the quote for the additional 2 blinds. Please just let me know if you wish to proceed.

Kind Regards
Allison

From: Contracts
Sent: 03 September 2019 14:49
To: Ryan Scott <RScott@ghicontracts.co.uk>
Subject: JCMB of Edinb

Kind Regards,
Margaret

e. contracts@rainbow-blinds.com
dd. 01698 353026
Rainbow Blinds
61 Canyon Road, Excelsior Park,
Wishaw, ML2 0EG
t. 01698 351 888 f. 01698 351 999
w. www.rainbow-blinds-and-interiors.co.uk

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Allison Swankie

From: Allison Swankie
Sent: 11 September 2019 11:18
To: Sales
Subject: RA5781 JCMB

Good Morning

Could I please order the following Kurolok Zip Systems, all white hardware in Spectrum 1010 Light Grey with chain operation, all exact sizes, Please advise ETA

Location	Width	Drop	Fitting Height	Control Side
Rm 3307	1750	x 1000	2215	Right
Rm 3307	1750	x 1000	2230	Right
Rm 3307	1750	x 1000	2220	Right
Rm 3307	1750	x 1000	2215	Right
Rm 3201	1750	x 1000	2230	Right
Rm 3201	1750	x 1000	2230	Right

Many Thanks
Allison

Regards,

Allison Swankie | Contracts Administrator
e. allison@rainbow-blinds.com
dd. 01698 353026
Rainbow Blinds and Fabrics
61 Canyon Road, Excelsior Park,
Wishaw, ML2 0EG
t. 01698 351 888 f. 01698 351 999
w. www.rainbow-blinds-and-interiors.co.uk

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ORDER CONFIRMATION

UM 17334



Customer: Rainbow Blinds & Interiors Order Date: 11/9/2019
 Contact Name: Allison Swankie Despatch Date: 25/9/2019

Quote no.: 17334 Total Quantity Total Price
 Customer PO no.: RA5781 JCMB 6 £1,215.60

Item	Blind No	Qty	Finished Band Width	Finished Band Drop	Operation	Fabric Joins	Tube Dia	Hem Bar	Hem Bar Colour	Hardware Colour	Fabric Type	Fabric Colour	Cassette/Fascia Type	Cassette/Fascia Shape	Brackets	Mounting	Total Control Len	Cable Exit	Side Channel	Side Channel LH	Side Channel RH	Bottom Angle	Cust Ref	Notes	Unit Price	Total
Lok	1	1	1750	1000	Stainless Metal chain, Spring RH	0	65	Z	White	White	Spectrum 1010 - 1.83	Light Grey - RR	Cassette	Square		Right	715		Channel			No	Rm 3307		£202.60	£202.60
Lok	2	1	1750	1000	Stainless Metal chain, Spring RH	0	65	Z	White	White	Spectrum 1010 - 1.83	Light Grey - RR	Cassette	Square		Right	730		Channel			No	Rm 3307		£202.60	£202.60
Lok	3	1	1750	1000	Stainless Metal chain, Spring RH	0	65	Z	White	White	Spectrum 1010 - 1.83	Light Grey - RR	Cassette	Square		Right	720		Channel			No	Rm 3307		£202.60	£202.60
Lok	4	1	1750	1000	Stainless Metal chain, Spring RH	0	65	Z	White	White	Spectrum 1010 - 1.83	Light Grey - RR	Cassette	Square		Right	715		Channel			No	Rm 3307		£202.60	£202.60
Lok	5	1	1750	1000	Stainless Metal chain, Spring RH	0	65	Z	White	White	Spectrum 1010 - 1.83	Light Grey - RR	Cassette	Square		Right	730		Channel			No	Rm 3201		£202.60	£202.60
Lok	6	1	1750	1000	Stainless Metal chain, Spring RH	0	65	Z	White	White	Spectrum 1010 - 1.83	Light Grey - RR	Cassette	Square		Right	800		Channel			No	Rm 3201		£202.60	£202.60

Special Notes	Delivery Address
	Rainbow Blinds & Interiors 81 Canyon Road Excelsior Park Wislaw ML2 0EG Tel: 01698 351 888

UMBRA Blinds Supply Via Umbra Shading Greenway, Swansea West Business Park, Swansea SA5 4DH
 0845 677 0020 E-mail: sales@umbrashading.co.uk
 Company Registration No. 7317206
 Please note that any changes to this order after you have received this order confirmation may incur a £40 admin charge plus any rework costs if applicable
 The above pricing excludes VAT
 Bank Details for BACS Payments - Account Number: 01874691 - Sort Code: 12-20-26

Allison Swankie

From: Greig McGinty <GMcGinty@ghicontracts.co.uk>
Sent: 12 December 2019 09:07
To: Allison Swankie
Cc: Anna Wierzbicka
Subject: RE: JCMB Window Blinds

Alison,

That is where the cost confusion has arose then, as we are only being asked to install 4no blinds to the 4no new windows in room 3.307.

Please take this email as an instruction to order, supply then install 4no Silent Gliss blinds into room 3.307 of the JCMB Building.

Once the order is placed can you reply with a proposed install date please?

Trust this meets with your approval,

Regards,

Greig McGinty
Project Manager

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From: Allison Swankie <allison@rainbow-blinds.com>
Sent: 11 December 2019 14:00
To: Greig McGinty <GMcGinty@ghicontracts.co.uk>
Cc: Anna Wierzbicka <AWierzbicka@ghicontracts.co.uk>
Subject: RE: JCMB Window Blinds

Hi Greig

My apologies for the delay getting back to you. The Silent Gliss blinds are £602.23 each, there are 6 of them not 4.

Kind Regards
Allison

From: Greig McGinty <GMcGinty@ghicontracts.co.uk>
Sent: 05 December 2019 16:42
To: Allison Swankie <allison@rainbow-blinds.com>
Cc: Anna Wierzbicka <AWierzbicka@ghicontracts.co.uk>
Subject: FW: JCMB Window Blinds

Allison,

Can you reply please to confirm the cost for the Silent Gliss blinds we require for the JCMB Building, I was going to issue to the Uni, although it seems we have received to very different quotes for the silent gliss blinds, as below you state £602.23 for each blind although the attached email received the same day says I will be £3613.38 for the 4no blinds, can you confirm the correct cost by return to allow me to issue to Edinburgh University?

Regards,

Greig McGinty
Project Manager

www.ghicontracts.co.uk

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From: Allison Swankie <allison@rainbow-blinds.com>
Sent: 22 November 2019 12:42
To: Greig McGinty <GMcGinty@ghicontracts.co.uk>
Cc: Stuart Clubb <SClubb@ghicontracts.co.uk>
Subject: RE: JCMB Window Blinds

Hi Greig

Sorry for the delay getting this over. The price for the 4730 Silent Gliss blinds will £602.23 plus VAT each. The lead in time for these is approx. 4 weeks at the moment however the order would need to be placed ASAP to guarantee delivery before the Christmas holidays.

Kind Regards
Allison

From: Greig McGinty <GMcGinty@ghicontracts.co.uk>
Sent: 22 November 2019 12:19
To: Allison Swankie <allison@rainbow-blinds.com>
Cc: Stuart Clubb <SClubb@ghicontracts.co.uk>
Subject: JCMB Window Blinds

Alison,

I have been asked to provide the information on the blinds by 1pm today, would you be able to send through by return; the data sheets for the replacement blinds, the cost for both blinds, and a lead in time for Silent Gliss blinds in case I need to order these if they do not accept the alternative?

Kind regards,

Greig McGinty
Project Manager

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