

Order No: Wavier

## SUB-CONTRACT AGREEMENT

### Incorporating the JCT Design and Build Sub-contract 2016

This Agreement is made the 09<sup>th</sup> May 2025

**Between** Green Square Accord Limited (co. no. 27052R) ("the Contractor") of  
2<sup>nd</sup> Floor 10 Brindleyplace, Birmingham, B1 1JB

**And** Dura Building Contractors LTD (co. no.11355461) ("the Sub-contractor")  
of 69/71 Lichfield Road, Wolverhampton, WV11 1TW

**Relating to Carpentry at:** Pershore Road

#### Operative Provisions:

1. The Parties hereby agree that in consideration of the Sub-contract Sum/Sub-contract Tender Sum, or such other sum or sums as shall become payable by the Contractor to the Sub-contractor in accordance with this Sub-contract, the Sub-contractor shall, upon and subject to the Sub-contract carry out and complete the Sub-contract Works shown, described and/or referred to in the Subcontract Documents in strict accordance with the requirements thereof.
2. The Sub-contract Documents comprise:
  - 2.1 this **Sub-contract Agreement**;
  - 2.2 **Green Square Accord Schedule 1** and **2**, the **JCT Design and Build Sub-contract 2016 Articles and Conditions** referred to and modified in the manner annexed hereto,
  - 2.3 **Green Square Accord Schedule 3**, the **Schedule of Work Package Numbered Documents** annexed hereto, incorporating the Sub-contract Pre-Let Interview ("the Minutes"), showing and describing the Sub-contract Works, the Sub-contract Sum or Subcontract Tender Sum, and the conditions under which the work is to be carried out.

#### Attestation:

In witness whereof the Parties have executed this Sub-contract Agreement as a Deed on the date indicated above:

#### GreenSquareAccord Limited execution clause

Signed as a deed on behalf of  
GreenSquareAccord Limited by  
Ruth Cooke and Sophie Atkinson in  
exercise of the powers conferred by a power of  
attorney dated 26.03.2025 .

Attorney Ruth Cooke  
Ruth Cooke (May 14, 2025 08:03 GMT+1)

Attorney  
Sophie Atkinson  
Sophie Atkinson (May 14, 2025 10:05 GMT+1)

<b>Executed by the Sub-contractor as a Deed</b> acting by two authorised signatories or one authorised signatory and a witness:	<div data-bbox="1043 215 1283 282" data-label="Text"><p>DTombs</p></div> <div data-bbox="995 282 1353 327" data-label="Text"><p>..... Authorised Signatory</p></div>
Witness address, if applicable: ..... ..... .....	<div data-bbox="995 439 1353 481" data-label="Text"><p>..... Authorised Signatory / Witness</p></div>

Note - a witness is required unless two directors are signing as Authorised Signatories on behalf of a company

## **Green Square Accord SCHEDULE 1 – Articles of Agreement**

The JCT Design and Build Sub-contract 2016 Edition Articles of Agreement DBSub/A, shall be incorporated as part of this Subcontract, modified and supplemented as follows:

Note:- Numbered references refer to the Sub-contract Pre-Let minutes ("the Minutes"), Numbered Document 1.

### **Brief descriptions**

"the Sub-contract Works": see description of "Work Package" in the Minutes "the

Main Contract Works": see the Minutes item 2.01

### **Recitals**

**Third** – The Sub-contract Works include the design and construction of items as stated in the Minutes item 3.07 ("the Sub-contractor's Designed Works").

**Fourth** – If required for the Third Recital, the Contractor's Requirements are in Schedule 3, otherwise the Fourth Recital is deleted.

**Fifth** – If required for the Third Recital, the Sub-contractor's Proposals are in Schedule 3, otherwise the Fifth Recital is deleted.

**Sixth** – The Sixth Recital is deleted.

**Seventh** – The Seventh Recital is deleted.

**Eighth** – Delete "item 1.9 of that Schedule" and add "the Numbered Documents".

### **Articles**

**Article 1 : Sub-contract** - Delete and substitute the following:

"This Sub-contract consists of the documents referred to in Operative Provision No. 2 of the Sub-contract Agreement."

#### **Article 3 : Sub-contract Sum / Sub-contract Tender Sum and Final Sub-contract Sum**

The VAT exclusive Sub-contract Sum or Sub-contract Tender Sum agreed between the Parties is set out in the Minutes at 11.01.

Article 3A (Sub-contract Sum) applies where the Minutes item 11.02 shows the Sub-contract Sum is "Lump sum"

Article 3B (Sub-contract Tender Sum) applies where the Minutes item 11.02 shows the Sub-contract Sum is "Remeasurable" **Article**

**7** - Insert an additional Article 7 as follows:

#### **"Article 7 : Sub-contractor's Information**

**7.1** The Sub-contractor shall, by the date or dates stated or otherwise agreed in writing, deliver to the Contractor the Information listed in the Minutes item 10.02. The Contractor shall be entitled to withhold part or all of any payment due under this Subcontract where the Sub-contractor has not complied with this Article.

#### **7.2 No Waiver**

The Contractor shall not be taken to have waived any of the requirements in this Article 7 by failing to press and/or continue pressing the Sub-contractor for the aforementioned documents and/or electing to make and/or continue making interim payments pending receipt of the aforementioned documents or otherwise." **Article 8** - insert an additional Article 8 as follows:

**8.1** The Sub-contractor acknowledges and agrees that it is a condition precedent to the Sub-contractor's right to receive all or part of any payment under this Sub-contract, including any damages, loss or expense and to the award of any extension of time by the Contractor that (and no payment shall be due to the Sub-contractor until):

- .1 the Sub-contractor has provided a duly executed Sub-contract Agreement; and
- .2 ~~the Sub-contractor has provided all of the documents identified as required in the Numbered Document including without limitation any advance payment, retention or performance bond, any parent company, product or other guarantee, evidence any insurance document required by this Sub-contract, in the complete, required form, in accordance with this Sub-contract and to the Contractor's reasonable satisfaction; and~~
- .3 ~~the Sub-contractor has provided or procured the provision of any collateral warranty required under this Sub-contract in duly executed form; and/or~~
- .4 the Sub-contractor has provided written evidence to the Contractor that the Sub-contractor has notified any third party including its insurers and any associated company of a claim or potential claim where so required to do by the Contractor.

**8.2** The Sub-contractor also acknowledges and agrees that no act or forbearance (including but not limited to any payment by the Contractor) shall amend, vary or waive the provisions of this Article 8 or give rise to any estoppel in respect of it.

### **Sub-contract Particulars**

#### **1 Supplemental Sub-contract Conditions**

Paragraphs 1 to 4 apply

Paragraph 5 applies where provided for or referred to in Minutes item 7.01 or 15.00

Paragraph 6 applies. The respective nominees are as stated in Minutes items 4.07 and 5.08

#### **2 Arbitration (Article 5)**

Article 5 and clauses 8.3 to 8.8 does not apply

#### **3 Definitions (Clause 1.1)**

BIM Protocol applies if stated as such in Minutes item 3.08

The Design Submission Procedure is as Minutes item 7.03

The Sub-contract Base Date is the Main Contract Base Date

#### **5 Programme (Clause 2.3) – The programme details referred to in Clause 2.3 are set out in Section 9 of the Minutes**

#### **6 Third Party Rights and Collateral Warranties – see Numbered Document 11**

#### **7 Attendance (Clauses 3.16 to 3.18) – Requirements for Attendances are set out in Numbered Document 3 8**

**Fluctuations** Not applicable. Clauses 4.9, 4.19 and Schedule 4 shall be deleted.

#### **9 Interim payments** The first due date is the first Payment Due Date on Numbered Document 2 occurring at least one calendar month from commencement of the Sub-contract Works or as otherwise agreed in writing.

#### **10 Listed Items (Clause 4.11) – Not used**

#### **11 Retention Percentage (Clause 4.12) – The Retention percentage is set out in the Minutes item 11.03 – if not stated is 5%. The Date for Completion of the Main Contract Works (or last Section) is at Minutes 3.04. The Rectification Period for the Main Contract Works is at Minutes 3.05.**

#### **12 Sub-contractor's Retention Bond** Clause 4.13 applies where the Minutes item 11.03 so indicates.

#### **13 Dayworks (Clause 5.9) – The Schedule of Daywork Rates is listed in the Minutes item 11.04**

- 14 Insurance – personal injury and property damage** (Clause 6.5)  
Insurance cover (for any one occurrence or series of occurrences arising out of one event) is at the Minutes item 12.02
- 15 Incorporation of the Sub-contract Works into the Main Contract Works** (Clause 6.7.8) – see Minutes Section 13
- 16 Sub-contractor's Designed Works Professional Indemnity insurance** (Clause 6.10)  
The level of Professional Indemnity insurance cover required is at the Minutes item 12.03.  
The expiry of the required period of the insurance shall be 12 years from practical completion of the Main Contract Works.
- 17 Settlement of Disputes** (Clauses 8.2 and 8.4.1)  
**Adjudication**  
The nominating body shall be the President or a Vice-President of The Royal Institution of Chartered Surveyors.  
**Arbitration**  
The Appointer of the Arbitrator shall be the President or a Vice-President of The Royal Institution of Chartered Surveyors.
- 18 Numbered Documents**  
The Numbered Documents are listed in Schedule 3 and annexed hereto.

## **Green Square Accord SCHEDULE 2 – Sub-contract Conditions**

The JCT Design and Build Sub-contract 2016 Edition Conditions DBSub/C shall be applicable and incorporated into this Subcontract Agreement subject to the modifications set out below. Where this Sub-contract Agreement includes supplemental provisions in Schedule 2A, those provisions shall take precedence over any other term of this Sub-contract with which there is a conflict with such supplemental provision.

- 1.1** Substitute or amend the following definitions as indicated:-  
"Anti-slavery Policy": the Contractor's anti-slavery policy as published from time to time by the Contractor.  
"Conditions": the clauses set out in sections 1 to 8 of these Conditions, together with and including the Schedules hereto, as modified and supplemented by the Schedule of Modifications.  
"Construction Act 1996" means Part II of the Housing Grants, Construction & Regeneration Act 1996  
"First Retention Release Date" means a date three months after the Date for Completion of the Main Contract Works at 3.04 of the Minutes  
"Insurance Options A, B and C": delete the words "Schedule 3 to".  
"Main Contract Information Schedule": the information in Numbered Document 4 hereto, as completed.  
"Numbered Documents": the documents referred to in Schedule 3 annexed hereto.  
"Properly Executed" means a condition in which all Sub-contract Works to which a payment relates:  
(a) have been carried out in accordance with the Sub-contract and to the reasonable satisfaction of the Contractor;  
(b) have been completed by the Sub-contractor in accordance with the sequence shown in the Contractor's programme save where the Contractor has expressly agreed otherwise in writing;  
(c) have met the Contractor's test and inspection requirements; and the same is evidenced in writing including confirmation that the Project Quality Plan has been complied with and all necessary documentation has been provided by the Sub-contractor to demonstrate to the Contractor that the relevant works have been completed to the required standard.  
"Sub-contract Agreement": the Sub-contract Agreement executed and dated by the Parties in which these Conditions are incorporated.  
"Sub-contract Modifications Schedule": this Schedule 2 to the Sub-contract Agreement.  
"Sub-contract Particulars": the Sub-contract Particulars in Schedule 1 to the Sub-contract Agreement.  
"Sub-contractor employee" means all employees, staff, other workers, agents and consultants who are engaged in the provision of the Sub-contract Works from time to time.  
Insert the following additional defined terms:  
"Information": the Information required from the Sub-contractor referred to in Article 7.  
"Payment Schedule": the Sub-contract Payment Schedule at Numbered Document 2.
- 1.3.1** Add at the end of the clause: "and if there is an inconsistency between any provision of Schedule 2A (Project Specific Amendments) and the Sub-contract Conditions, the provision of Schedule 2A shall prevail;"
- 1.3.5** Delete existing clause and substitute "[not used]". **1.8.1.1**  
Delete existing clause and substitute "[not used]".
- 1.9** Renumber clause 1.9 as 1.9.1 and add new clause 1.9.2 as follows:
- 1.9.2** "Save as stated in clause 1.8, no payment by the Contractor shall of itself be conclusive evidence that any works, materials or goods, or design to which it relates, are in accordance with this Sub-contract."
- 2.3** Renumber clause 2.3 as clause 2.3.1 and add a new sentence at the start of this clause as follows: "The Subcontractor shall constantly use its best endeavours to progress the Sub-contract Works regularly and diligently so that works by others which are dependent upon progress of the Sub-contract Works or part are not delayed or disrupted by the Sub-contractor's execution of the Sub-contract Works." At the end of the clause insert: "If the Sub-contractor commences work on site in the absence of such a notice it shall be deemed that such notice was issued for the purposes of this clause. No programme issued or prepared by the Sub-contractor shall create any obligation or liability on the part of the Contractor as regards the carrying out or sequencing of the Main Contract Works."
- 2.3.2** Add new clause 2.3.2 and 2.3.3:

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- 2.3.2.1** If in the opinion of the Contractor the Sub-contractor is failing to carry out the Sub-contract Works or any part of the Sub-contract Works in accordance with Clause 2.3.1 or the Sub-contractor is unwilling, unable or unlikely to complete the Sub-contract works by the Completion Date, the Contractor may, upon giving notice to the Sub-contractor, and without prejudice to any of the Contractor's other rights and remedies;
- .1 perform or augment the Sub-contract Works or any part of the Sub-contract Works, whether by itself or by others; and/or
- .2 issue instructions to the Sub-contractor omitting and removing the whole or relevant parts of the Sub-contract Works from this Sub-contract, any may employ others to carry out those works; and in such event the price of the Sub-contract Works shall be reduced by the value of the removed parts, and any additional costs and/or expenditure incurred, or loss or damage suffered by the Contractor in so doing shall be recoverable from the Sub-contractor as a debt or may be deducted from any monies due or to become due to the Contractor under this Sub-contract.
- 2.3.3** For the avoidance of doubt, the Contractor's exercise of its rights under clause 2.3.2:
- 2.3.3.1** is without prejudice to the Contractor's right to recover any direct loss and/or expense caused by the Sub-contractor's delay pursuant to Clause 2.21; and
- 2.3.3.2** shall not constitute a Relevant Sub-contract Event nor entitle the Sub-contractor to any extension of time under clause 2.17 nor any adjustment to the Sub-contract Sum or any Section Sum under clause 4.3.
- 2.4.5** Replace "take all reasonable steps to encourage" with "ensure all", and "to be" in line 2 with "are".
- 2.5.1** Delete ", as identified in or by the Main Contract Information Schedule,".
- 2.5.2** In 2.5.2 delete the words "Subject to the exceptions contained in clauses 6.4 and 6.7.1, the" and replace with "The".
- 2.8** Replace entire clause with: "Where and to the extent that quantities and descriptions have been provided by the Contractor then the Sub-contractor is not to rely upon them as having been prepared in accordance with the latest, or any, edition of the Standard Method of Measurement unless advised otherwise in writing. Accordingly, if not so advised, the Sub-contractor is deemed to have included in his rates and prices for all work shown or described in the Sub-contract Documentation read as a whole, or reasonably apparent as being required for the complete and proper completion of the Sub-contract Works."
- 2.9** Delete clause 2.9 and insert the following:
- 2.9.1** If in any Bills of Quantities, or any addendum bill, there is:
- 2.9.1.1** any error in quantity or any omission of items, or
- 2.9.1.2** any error in description, or
- 2.9.1.3** any unstated departure from the method of preparation referred to in clause 2.8 or any error in description or in quantity or any omission of items (excluding any error in or omission of information in any item which is the subject of a Provisional Sum for defined work) the error or omission or departure shall not vitiate this Sub-contract but shall be corrected. There shall be no addition in calculating the Final Sub-contract Sum in respect of that correction or in respect of any direction requiring a Variation of the Sub-contract Works that is necessitated by any such error or its correction nor any entitlement to an extension of time, loss and expense, damages or other remedy.
- 2.9.2** If an inadequacy is found in any design in the Contractor's Requirements, then, if or to the extent that that inadequacy is not dealt with in the Sub-contractor's Proposals, the Contractor's Requirements shall be altered or modified accordingly. There shall be no addition in calculating the Final Sub-contract Sum in respect of that alteration or modification or in respect of any direction requiring a Variation of the Sub-contract Works that is necessitated by any such alteration or modification or its correction, nor any entitlement to an extension of time, loss and expense, damages or other remedy.
- 2.9.3** Any correction, alteration or modification under clause 2.9.1 or 2.9.2 shall not be treated as a Variation.
- 2.9.4** Any error in description or in quantity in the Sub-contractor's Proposals or in the Sub-contractor's Designed Works Analysis or in the quantified schedule of rates or in the schedule of rates or any error consisting of an omission of items from them shall be corrected, but there shall be no addition in calculating the Final Sub-contract Sum in respect of that correction or in respect of any direction requiring a Variation of the Sub-contract Works that is necessitated by any such error or its correction nor any entitlement to an extension of time, loss and expense, damages or other remedy."
- 2.11** Delete clause 2.11 and insert the following:
- 2.11.1** The Sub-contractor shall be fully responsible for any mistake or inaccuracy in the design of the Sub-contractor's Designed Works and for any mistake or inaccuracy or discrepancy in or divergence between the Contractor's Requirements and/or the Sub-contractor's Proposals and/or any drawings or documents issued by him under clause 2.6.
- 2.11.2** The Sub-contractor shall not be entitled to an extension of time under clauses 2.16 to 2.19 nor to recover direct loss and/or expense under clauses 4.19 to 4.22 and clauses 7.8 and 7.10 shall not have effect where and to the extent that the cause of the Sub-contract Works having been delayed, affected or suspended is any mistake, inaccuracy, discrepancy or divergence as referred to in clause 2.11.1 or any failure by the Sub-contractor to submit any Subcontractor's Design Documents in accordance with clause 2.6.
- 2.11.3** Any mistake, inaccuracy, discrepancy or divergence as referred to in clause 2.11.1 shall be corrected by the Subcontractor. If the Sub-contractor shall find any such mistake, inaccuracy, discrepancy or divergence he shall immediately notify the Contractor of his proposed amendment to deal with the same and the Contractor may (whether upon receipt of such notification or otherwise) issue an instruction in relation thereto. Provided that no adjustment of the Sub-contract Sum shall be made in respect of such correction, or in respect of compliance by the Sub-contractor with any instruction issued by the Contractor pursuant to this clause 2.11.3."
- 2.18.7** Add a new clause 2.18.7 as follows:

- 2.18.7** Where any delay caused by a Relevant Sub-contract Event is concurrent with another delay for which the Subcontractor is responsible, the Sub-contractor shall not be entitled to an extension of time for the period of concurrency and the Contractor shall be entitled to reduce the length of any extension of time to which, (but for this clause 2.18.7), the Sub-contractor would be entitled in respect of such Sub-contract Relevant Event, to such extent as the Contractor estimates to be fair and reasonable having regard to the Sub-contractor's share in responsibility for the concurrent delay.
- 2.19** Add at the start of the clause "If the Sub-contractor has been notified that any of the Relevant Events listed in clause 2.26 of the Main Contract are amended or deleted then the corresponding Relevant Sub-contract Events in clause 2.19 shall be deemed to be similarly amended or deleted."
- 2.24** Renumber clause 2.24 as 2.24.1 and add new clause 2.24.2 as follows:
- 2.24.2** "Where the Sub-contract Works have reached practical completion but any of the following have not been provided by the Sub-contractor:
- 2.24.2.1** a complete set of operation and maintenance manuals for plant and equipment supplied and/or installed by the Subcontractor;
- 2.24.2.2** any certificates required by Statutory Requirements;
- 2.24.2.3** a product or system guarantee or warranty for plant and equipment supplied and/or installed by the Sub-contractor no further sum shall be due from the Contractor to the Sub-contractor until the Sub-contractor has provided all documents required by clauses 2.24.2.1 to 2.14.2.3."
- 3.3.2** Insert in clause 3.3.2 after the word "sub-subcontract" the words "shall be on terms approved in writing by the Contractor and"
- 3.3A** The Sub-contractor shall not sub-let or permit the sub-letting of any part of the Sub-contract Works for which it has a design responsibility or in respect of which the Contractor otherwise requires the Sub-contractor to provide subsubcontractor collateral warranties unless the Sub-contractor has first provided to the Contractor such collateral warranties in a form approved in writing by the Contractor and which is or are executed by the relevant subsubcontractor or consultant and given in favour of the Contractor, the Employer and any other person to whom the Contractor is required by the terms of the Main Contract to provide a collateral warranty. The Contractor is not bound to accept any part of the Sub-contract Works nor shall any amount be due to the Sub-contractor in respect of any Sub-contract Works to which this clause 3.3A applies where no collateral warranty is provided in accordance with this clause.
- 3.26** Immediately upon the Sub-contractor becoming aware, or at the point at which it ought reasonably to have become aware, of any matter for which notification under any insurance required to be maintained under these Conditions or by law is or might be required to be provided, whether by the Sub-contractor or otherwise, the Sub-contractor shall give written notice to the Contractor and, where such notification is to be given by the Sub-contractor to the insurer, shall provide a copy of such notification to the Contractor.
- 3.27.1** The Sub-contractor shall be fully responsible for and shall indemnify the Contractor in respect of:
- 3.27.1.1** any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by or in respect of any Sub-contractor employee arising out of or in connection with the provision of the Sub-contract Works including without limitation any claim by a posted worker under the Posted Worker (Enforcement of Employment Rights) Regulations 2016; and
- 3.27.1.2** any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Sub-contract Works or any payment or benefit received by any Sub-contractor employee in respect of the Sub-contract Works, where such recovery is not prohibited by law. The Sub-contractor shall further indemnify the Contractor against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Contractor in connection with or in consequence of any such liability, deduction, contribution, assessment or claim.
- 3.27.2** The Sub-contractor warrants and confirms that all Sub-contractor employees who require permission to work in the United Kingdom shall, at all times, have current and appropriate permissions to work in the United Kingdom.
- 3.28.1** Before the Sub-contractor engages or employs any person in the provision of the Sub-contract Works, or in any activity related to, or connected with, the provision of the Sub-contract Works, the Sub-contractor shall ensure that it is aware of any criminal conviction that such person may have and shall (unless prohibited by law) disclose to the Contractor any such criminal conviction.
- 3.28.2** The Sub-contractor shall keep the Contractor advised at all times of any person engaged or employed by it in the provision of the Sub-contract Works who, subsequent to the commencement of such engagement or employment, is convicted of a criminal offence or for whom previous criminal convictions become known to the Sub-contractor.
- 3.28.3** The Contractor may by notice require for any stated reason the exclusion of any person engaged by the Subcontractor in the provision of the Sub-contract Works and upon receipt of such notice the Sub-contractor shall (provided that the grounds for exclusion are lawful) procure forthwith that such person is not engaged in the provision of the Sub-contract Works nor in any activity related to the provision of the Sub-contract Works.
- 3.29.1** The Sub-contractor represents and warrants that:
- 3.29.1.1** In performing its obligations under the Sub-contract, the Sub-contractor shall and shall ensure that each of its subsubcontractors shall comply with the Modern Slavery Act 2015 and any amendment or re-enactment of the same;
- 3.29.1.2** Neither the Sub-Contractor nor any of its officers, employees or other persons associated with it:
- .1 has been convicted of any offence involving slavery and human trafficking; and
- .2 having made reasonable enquiries, to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

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- 3.29.1.3** The Sub-contractor shall implement due diligence procedures for its own suppliers, sub-subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- 3.29.2** The Sub-contractor shall notify the Contractor as soon as it becomes aware of:
- 3.29.2.1** any breach, or potential breach, of the Anti-slavery Policy; or
- 3.29.2.2** any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement.
- 3.29.3** The Sub-contractor shall implement where requested by the Contractor a supplier and subcontractor audit, either directly or through a third party auditor to monitor compliance with the Anti-slavery Policy, which shall be completed within [28] days of request.
- 3.29.4** The Sub-contractor shall maintain a system of training for its employees, suppliers and sub-subcontractors to ensure compliance with the Anti-slavery Policy.
- 3.29.5** The Sub-contractor shall keep a record of all training offered and completed by its employees, suppliers and sub-subcontractors to ensure compliance with the Anti-slavery Policy and shall make a copy of the record available to the Contractor on request.
- 3.29.6** The Sub-contractor shall indemnify the Contractor against any losses, liabilities, damages, costs (including [but not limited to] legal fees) and expenses incurred by, or awarded against, the Contractor as a result of any breach of Antislavery Policy.
- 3.29.7** The Contractor represents, warrants and undertakes that it conducts its business in a manner that is consistent with the Anti-slavery Policy.
- 4.5A** Insert new clause 4.5A, entitled "**Construction Industry Training Board levy**":
- "In the case of labour only sub-contracts the Sub-contractor shall be deemed to have allowed and made provision for the Construction Industry Training Board levy in his rates and prices. The Contractor shall be entitled to deduct the amount of the levy from the sums payable to the Sub-contractor under this Sub-contract."
- 4.6.1** Delete from "and subject" in line one to "that clause applies,". Delete "the date 12 days after the relevant Interim Valuation Date" and insert "the date stated as such in the Payment Schedule for the relevant month"
- 4.6.2** Delete sub-clause 4.6.2
- 4.6.3** Delete opening statement and sub-clause 4.9.3.1 and add "As a condition precedent to the Contractor's obligation to make any interim payment, the Sub-contractor shall submit a Payment Application no later than the date stated in the Payment Schedule, which Payment Application shall include all details reasonably necessary for the Contractor to substantiate the amount of any sum included, either:
- .1 by the date stated in the Payment Schedule for the relevant month; or"
- Add at the end of 4.6.3 "As a further condition precedent any Payment Application must be submitted to the Contractor's *Applications* e-mail address at 2.05 of the Minutes, and such other address(es) as may be notified from time to time in writing and, if by e-mail, be sent from an e-mail address previously notified to and approved by the Contractor. Noncompliance herewith will invalidate the Payment Application."
- 4.6.4** Delete the words "to the Sub-contractor". Insert at the end of the clause the words: "(the "Net Valuation")."
- 4.6.5** Insert new clause 4.6.5 as follows: "Where the Net Valuation is a positive sum, the Contractor shall pay the Subcontractor the Net Valuation in accordance and subject to the terms of sub-clause 4.10. Where the Net Valuation is a negative sum, the Sub-contractor shall pay the Contractor the Net Valuation in accordance and subject to the terms of sub-clause 4.7."
- 4.6.6** Add new sub-clause "The due date for a payment to the Contractor shall, where there is otherwise no due date given in the Payment Schedule or the last such date has passed, be the date that the Contractor notifies the Sub-contractor of the amount due. The due date for the Final Payment is the date referred to in clause 4.22."
- 4.7.1** Delete and replace with "Subject to clause 4.7.4, the final date for payment of an interim payment shall be as stated in the Payment Schedule."
- 4.7.3** Delete from "but a Payment Application ..." in line 4 to the end of the clause and replace with the following: "the Subcontractor may give the Contractor a notice in default (a "Default Notice") stating the sum that the Sub-contractor considers to be or to have been due at the payment due date in respect of the payment, and the basis upon which that sum is calculated. The sum to be paid by the Contractor shall, subject to any Pay Less Notice given under clause 4.7.5 be the sum specified in the Default Notice provided that the total amount due shall not include any amount in excess of the equivalent amount notified by the Sub-contractor under clause 4.6.3."
- 4.7.4** Replace the words "Payment Application is made" with "Default Notice is given under clause 4.7.3".
- 4.7.5** After "not later than" replace "5" with "2".
- 4.7.9** Insert a new sentence at the end of the sub-clause as follows: "Where the Net Valuation is a negative sum, references to the Contractor in sub-clauses 4.6.5, 4.6.6 and 4.8 shall be read as references to the "Payer" and references to the Sub-contractor shall be read as references to the "Payee".
- 4.7.10** Insert new subclause 4.7.10 "~~The Contractor shall be entitled to withhold payment or set off against any payment otherwise due under this Sub-contract wherever under the terms of this Sub-contract payment is contingent upon the performance of an obligation under this Sub-contract, including without limitation under Article 8, clause 6.5.5 or 6.10.4. The Contractor shall also be entitled to set off against any amount otherwise due under this Sub-contract such sums as represent its actual losses, or a reasonable estimate of the same, arising out of the Sub-contractor's failure to carry out its obligations under this Sub-contract or under any other contract between the Parties or between the Subcontractor and an Affiliate of the contractor provided that the Contractor has specified the amount of the set-off to be made, the basis of calculation of the same and the ground or grounds for such set-off in an interim Payment Notice issued under clause 4.7.2 and/or the Final Payment Notice issued under clause 4.7.2. In this clause Affiliate means, in relation to any person, any Holding Company or any subsidiary of that person or any subsidiary of such Holding Company (as defined in Section 1159 of the Companies Act 2006).~~"

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- 4.8.1 In line 3, replace "7" with "14".
- 4.9 Insert in line two after "the amounts" "included in a valid Payment Application and ".
- 4.9.1.1 In the first line, replace the words "properly executed" with the words "Properly Executed".
- 4.10.1 Delete the word "and";
- 4.10.2 Replace the "." with "; and";
- 4.10.3 Insert a new clause 4.10.3: "any other sum that may be deducted from an interim payment to the Sub-contractor under or in connection with this Sub-contract."
- 4.12.1.2 Add at the start of the clause: "after the First Retention Release Date and ".
- 4.12.2.1&2 Delete both sub-clauses
- 4.17.1 In the third line, delete "shall" and substitute "may".
- 4.17.2 Delete "agreed by the Parties as due in respect".
- 4.21.1 Add at the end of the clause "The Contractor shall be under no obligation to accept any documents received thereafter in calculating the Final Sub-contract Sum."
- 4.21.4 Add at the end of this clause "and shall finally bind the Sub-contractor without prejudice to clause 1.8.1"
- 4.21.5 Add a new clause 4.21.5 as follows: "The rights of the Sub-contractor to direct loss and expense under clause 4.19 shall be the Sub-contractor's exclusive remedy in respect of any Relevant Sub-contract Matter that arises under this Sub-contract and/or for any breach of this Sub-contract and the Sub-contractor shall have no additional right or remedy, (including, but not limited to, damages for breach of contract) whether arising by common law, in equity, by statute or otherwise in respect of any Relevant Sub-contract Matter."
- 4.23 Add a new clause 4.23 entitled "**Condition Precedent**", as follows:
- "As a condition precedent to recovery of additional payment or compensation by way of additional time under these Conditions or otherwise, within fourteen days after the Sub-contractor knows or ought reasonably to have known of the occurrence of any event, instruction or act by the Contractor (including an instruction originating from the Employer) constitutes a Variation, breach or default by the Contractor or other matter that this Contract contemplates will enable the Sub-contractor to additional payment or compensation by way of additional time for the fulfilment of its obligations and/or an adjustment to the Sub-contract Sum, the Sub-contractor shall provide the Contractor with an appropriate statement setting out the reasons why the Sub-contractor believes additional payment and/or compensation or additional time should be granted, the detailed nature of any costs to be incurred, including reasonable adjustment to other applicable Contract provisions, and the probable length of any delay in performance of the Sub-contract Works."
- 6.3 In clause 6.3 delete the words "This liability and indemnity is subject to clause 6.4."
- 6.4 Delete clause 6.4
- 6.5.1 In clause 6.5.1 after the word "insurance" in the second line, add the words "with an insurer whose Financial Strength Rating published by Standard & Poor is A- or higher". In lines three to seven, replace the words from "as modified by clause 6.4." to the words "...Terminal Date, but" with word "and".
- 6.5.3 Add after the word "Contractor" in the first line "within seven days of request."
- Add at the end of the clause "In any event within seven days of any material change in and/or renewal of the insurances required to by clause 6.5.1 the Sub-contractor shall provide the Contractor with all material details of such change or renewal."
- 6.5.5 Add clause 6.5.5, as follows: "Notwithstanding any other provisions of the Sub-contract and in addition to any other right or remedy of the Contractor, if the Sub-contractor is in breach of its obligations under clause 6.5.1 or 6.5.3 the Contractor shall not be liable to make any payment in respect of work carried out by the Sub-contractor and such payment shall not be due under the Sub-contract until such time as the Sub-contractor has complied with clause 6.5.1 or clause 6.5.3."
- 6.5.6 Add clause 6.5.6, as follows: "In respect of personal injury to or death of an employee of the Sub-contractor, the Subcontractor shall procure that the Contractor is held harmless from and shall be indemnified from any claim, liability, loss, penalty, costs, compensation, fine or any loss whatsoever and shall take reasonable steps to procure the prompt conduct of any action relating to the same (whether by itself or by its insurers). Pending the determination of any allegation by the Sub-contractor or by others of liability relating to personal injury or death on the part of the Contractor under clause 6.2, this clause shall be observed fully by the Sub-contractor notwithstanding such allegation and will continue to be observed after such allegation is determined to the extent that the allegation is determined in the Contractor's favour."
- 6.10.1 In clause 6.10.1 after the word "policy" in the second line, add the words "with an insurer whose Financial Strength Rating published by Standard & Poor is A- or higher".
- 6.10.3 Insert after the word "Contractor" the words "shall and in any event within seven days of request ". Add at the end of the clause "In any event within seven days of any material change in and/or renewal of the insurances required to by clause 6.10.1 the Sub-contractor shall provide the Contractor with all material details of such change or renewal."
- 6.10.4 Add new clause 6.10.4 ""Notwithstanding any other provisions of the Sub-contract and in addition to any other right or remedy of the Contractor, if the Sub-contractor is in breach of its obligations under clause 6.10.1 to 6.10.3 the Contractor shall not be liable to make any payment in respect of work carried out by the Sub-contractor and such payment shall not be due under the Sub-contract until such time as the Sub-contractor has complied with clause 6.10.1 to clause 6.10.3."
- 7.4.1.5 After the word "clause" insert "3.19 or".
- 7.4.2 In the first line, delete "10" and insert "3" and in the second line, delete "10 day period" and insert "3 day period".



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- 7.4.2A** Insert new clause 7.4.2A as follows:
- “Alternatively, if the Sub-contractor continues a specified default for 3 days from receipt of the notice under clause 7.4.1 then the Contractor may on, or within 14 days from, the expiry of that 3 days by a further notice to the Subcontractor take part or parts of the Sub-contract Works out of the hands of the Sub-contractor and may employ and pay other persons to carry out and complete such works and all reasonable and necessary costs incurred in connection with such employment may be deducted from any monies due to the Sub-contractor under the Subcontract or shall be recoverable from the Sub-contractor as a debt.”
- 7.4.4** Insert new clause 7.4.4, as follows: “If the Sub-contractor commits a breach of or fails to comply with clause 3.29 or the Anti-slavery Policy, the Contractor may terminate the Sub-contractor’s employment under this Sub-contract with immediate effect by giving written notice to the Sub- Contractor.”
- 7.5.3.3** Insert new sub-clause: “by way of security for the correction of defects in the Sub-contract Works and without prejudice to the Contractor’s other rights in respect of defects in the Sub-contract Works, the Contractor shall be entitled to withhold a sum of up to 10% of the Final Sub-contract Sum, for which the final date for payment will be the later of the date which is 12 years from the date that the Contractor is notified of the insolvency or the expiry of the limitation period of the Sub-contract.”
- 7.7.4** Replace the words “the Sub-contractor may apply to the” with the words “the Contractor shall calculate the Final Subcontract Sum in respect of work executed by the Sub-contractor “. In line two after the word “value” insert the word “so calculated”.
- 7.9** Renumber existing clause as 7.9.1
- 7.9.2** Add new sub-clause 7.9.2:
- Where the Contractor has notified the Sub-contractor in writing prior to execution of this Sub-contract that the Main Contract Works are being carried out pursuant to a letter of intent issued by the Employer, then the following clause 7.9A shall apply and clause 7.11 shall be amended as follows:
- 7.9A** The Sub-contractor acknowledges that the Contractor’s employment may be terminated by the Employer on notice and/or that the Contractor’s authority to proceed with the Main Contract Works is limited in terms of value of work or time period. If the Employer gives notice terminating the Contractor’s employment, the Sub-contractor’s employment under this Sub-contract shall thereupon terminate and the Contractor shall immediately inform the Sub-contractor. If the Contractor’s authority to proceed with the Main Contract Works is exhausted, the Contractor may give notice either terminating the Sub-contractor’s employment with immediate effect or suspending the carrying out of the Subcontract Works. In the event of termination under this clause, the Sub-contractor shall have no claim for loss of profit or any other compensation save as set out in clause 7.11.
- 7.11** In the first line after “7.9” insert “7.9A”.
- 7.12** Add new clause 7.12 and 7.13, headed: **Termination for Convenience:**
- 7.12.1** The Contractor may at any time issue notice to the Sub-contractor instructing the Sub-contractor to cease the further carrying out of the Sub-Works for any reason whatsoever other than a reason to which clauses 7.4, 7.5, 7.6, or 7.9 apply.
- 7.12.2** The Sub-contractor shall upon receipt of a notice under clause 7.12.1 cease the carrying out of the Sub-contract Works, other than such works as the Contractor may instruct. The Sub-contractor shall upon completion of such works remove any plant and equipment belonging to the Sub-contractor but shall not remove any materials or goods without the consent of the Contractor.
- 7.12.3** if required to do so by the Contractor, the Sub-contractor shall:
- .1 assign the benefit of any supply or sub-subcontract agreements to the Contractor;
  - .2 transfer to the Contractor the rights held by the Sub-contractor in any materials, temporary works and plant; and
  - .3 deliver to the Contractor all Sub-contractor’s Design Documents.
- 7.13.1** If the Sub-contract is terminated under clause 7.12:
- 7.13.1** the Contractor may employ and pay other persons to carry out and complete the Sub-contract Works and to make good any defects of the kind referred to in clause 2.22.1 and he and they may enter upon and take possession of the Sub-contract Works and may use all the Sub-contractor’s temporary buildings, plant, tools, equipment and Sub Contract Site Materials for those purposes;
- 7.13.2** the Sub-contractor shall with reasonable dispatch prepare and submit to the Contractor together with all invoices, orders, contracts and other documentation proving the expenditure incurred, an account setting out:
- 7.13.2.1** the total value of work properly executed at the date of termination of the Sub-contractor’s employment ascertained in accordance with these Conditions as if the employment had not been terminated, together with any amounts due to the Sub-contractor under these Conditions;
- 7.13.2.2** the reasonable costs removal under clause 7.12.2;
- 7.13.2.3** the cost of materials and goods (including Sub-contractor Site Materials) properly ordered and paid for by the Subcontractor for which the Sub-contractor has paid or is legally bound to pay; and
- 7.13.2.4** its reasonable direct costs of termination.
- 7.13.3** After taking into account amounts previously paid to the Sub-contractor and any amount to which the Contractor is entitled under this Sub-contract, the Contractor shall pay the Sub-contractor the amount properly due in respect of the account within 56 days of the submission by the Sub-contractor of the account. For the avoidance of doubt, the Subcontractor shall not be entitled to be paid any amount of loss or expense nor any loss of profit, loss of opportunity, loss of contract or other consequential or indirect loss of whatsoever nature, notwithstanding that the Contractor may engage others to complete the Sub-contract Works.
- 7.14** If the issue by the Contractor of any notice terminating or purporting to terminate the Sub-contractor’s employment under the Sub-contract is subsequently determined to have been invalid such notice shall not constitute a repudiation

of the Sub-contract by the Contractor but shall be deemed to take effect as a notice of termination under clause 7.12 and upon such notice being deemed to have such effect, the rights and obligations of the parties shall be as stated in clause 7.12 and 7.13, rather than the clause under which notice to terminate was given.

**8.2.2** Delete clause 8.2.2.

## **MIDAS SCHEDULE 2A – Supplemental Terms and Conditions**

The following supplemental terms and conditions take precedence over any other term of this Sub-contract with which such terms and conditions may conflict.

### **1.11 Brexit**

#### **1.11.1** In this clause 1.11:

**Brexit** means the decision of the United Kingdom to cease being a member of the European Union and the implementation of that decision.

**Brexit Trigger Event** means any of the following events caused by any discussions, proposals, negotiations, preparatory, transitional and implementing arrangements, or any other steps taken by the UK Government or a body in any other jurisdiction in anticipation of or related to preparation for or implementation of Brexit:

- 1.11.1.1 a change in the Law or a new requirement to comply with any existing Law or existing Law ceasing to apply to a party. For the purpose of this clause, Law means any legal provision a party must comply with including any law, statute, subordinate legislation, bye-law, regulation, order, mandatory guidance or code of practice, judgment of a court of law, or requirement of any regulatory body, whether in the UK or elsewhere;
  - 1.11.1.2 an increase in the cost to the Sub-contractor of goods, materials or any raw materials or components used by the Sub-contractor for the Sub-contract Works or any products into which they are to be incorporated;
  - 1.11.1.3 in any jurisdiction, the imposition of, or a change to, a duty, tax or levy imposed on imports or exports of goods, materials or any raw materials or components used by the Sub-contractor for the Sub-contract Works or any works into which the Sub-contract Works are to be incorporated;
  - 1.11.1.4 in any jurisdiction, the loss of, a change to or the imposition of a new requirement for any licence or consent required by a party to perform the agreement or to commercially exploit any part of the Sub-contract Works;
  - 1.11.1.5 a change to the rate of exchange of sterling against another currency, since the Sub-contract Sum was agreed;
  - 1.11.1.6 any other change to the business or economic environment in which a party operates which is not caused by (i) to (iv) above or by any fluctuation in currency exchange rates.
- 1.11.2 The rates and/or prices which comprise the Sub-contract Sum are fixed for the purpose of this Sub-contract in accordance with its terms. Such rates and prices will not be increased by a Brexit Trigger Event.
- 1.11.3 Save as expressly provided in this clause, a Brexit Trigger Event shall not terminate or alter (or give any party a right to terminate or alter) this contract, or invalidate any of its terms or discharge or excuse performance under it.
- 1.11.4 If there is an inconsistency between the provisions of this clause and any other provision of this Sub-contract, the provisions of this clause shall prevail."

### **2A Public Contracts Regulations 2015**

If item 16.01 of "the Minutes" identifies that this project is subject to the Public Contracts Regulations 2015, the following provisions shall apply:-

- 2A.1.1 That any payment due from the Contractor to the Subcontractor is to be made no later than the end of a period of 30 days from the date when the relevant invoice is regarded as valid and undisputed; and
- 2A.1.2 that any invoices for payment submitted by the Subcontractor are considered and verified by the Contractor in a timely fashion and that undue delay in doing so is not to be sufficient justification for failing to regard an invoice as valid and undisputed; and
- 2A.1.3 any sub-subcontract awarded by the Sub-contractor pursuant to this Sub-contract shall contain suitable provisions to impose, as between the parties to that Sub-Subcontract:
  - 2A.1.3.1 that any payment due from the Sub-contractor to the Sub-Subcontractor is to be made no later than the end of a period of 30 days from the date when the relevant invoice is regarded as valid and undisputed; and
  - 2A.1.3.2 that any invoices for payment submitted by the Sub-Subcontractor are considered and verified by the Sub-contractor in a timely fashion and that undue delay in doing so is not to be sufficient justification for failing to regard an invoice as valid and undisputed.

**Signature:** Sign and Seal  
Sign and Seal (May 13, 2025 11:11 GMT+1)

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