

# SUB-CONTRACT ORDER NO. Date:

## ROLLALONG LIMTIED

Woolsbridge Industrial Estate, Three Legged Cross, Wimborne, Dorset, BH21 6SF

Tel: (01202) 824541

Fax: (01202) 826525

Registered Office: As Above

Company Registration No. 03683003

<b>Project (brief description):</b>				
<b>Project address:</b>				
<b>Project no:</b>				
<b>Rollalong's Project Personnel:</b>	<b><u>Position</u></b>	<b><u>Name</u></b>	<b><u>Tel. no.</u></b>	<b><u>Fax no.</u></b>
	Contracts Manager			
	Site Agent			
	Surveyor			

**TO:**

<b>"the Sub-Contractor":</b>	<b>Name:</b>
	<b>Address:</b>
	<b>Tel. no.</b>
	<b>Fax no.</b>
	<b>Representative:</b>

Please supply, execute and complete the Sub-Contract Works described in the Sub-Contract (as hereinafter defined) and also where so stated in the Sub-Contract prepare, supply and complete the design of such Sub-Contract Works, all upon and subject to the terms and conditions of the Sub-Contract.

### **The Sub-Contract:**

The Sub-Contract shall subject to item (B) below consist of the following documents, namely:

- (A)     (1)     **This Sub-Contract Order, including the Sub-Contract Schedule and the Rollalong Sub-Contract Conditions all as set out in this Sub-Contract Order;**
- (2)     **Rollalong Safety Conditions;**
- (3)     **Rollalong Environmental Policy;**
- (4)     **Rollalong Minutes of Meeting (with the Sub-Contractor) dated ;**
- (5)     **Drawings** numbered
- (6)     **Specification** pages
- (7)     **Preliminaries** pages
- (8)     **Preambles to the bills of quantities**, namely pages
- (9)     **Schedule of rates and prices annexed hereto** namely pages
- (B)     If any of the documents specified in item (A) above include any of your standard conditions (printed or otherwise) then such conditions shall be deemed to be excluded from the Sub-Contract unless such conditions are separately specified in item (A) above.

If a copy of any document forming part of the Sub-Contract is not attached to this Sub-Contract Order or been previously provided, a copy will be provided to you upon written request.

## **ROLLALONG LIMITED SUB-CONTRACT ORDER (CONTINUED)**

### **Interpretation and definitions**

For the avoidance of any doubt and unless otherwise specifically stated, a reference in this Sub-Contract Order to any Clause means that Clause in the said Rollalong Sub-Contract Conditions and words and expressions shall have the same meanings as are respectively assigned to them in Clause 1 of such Conditions.

In the case of any discrepancy or other conflict between any minutes or notes (if any) of any meeting between Rollalong and you and which form part of the Sub-Contract and any other provision of the Sub-Contract, then such other provision shall prevail.

### **Construction Skills Certification Scheme**

The provisions set out in this Sub-Contract Order, Sub-Contract Schedule, Part 2, as to the Construction Skills Certification Scheme shall \* apply.

### **Acceptance of the Sub-Contract**

We require the attached Acceptance of Sub-Contract Order to be executed and delivered by you and to us by return of post or fax and in any event within 7 days of the date of this Sub-Contract Order and at our address stated at the head of this Sub-Contract Order.

Your acceptance in any manner of this Sub-Contract Order shall form a binding contract between us upon the terms and conditions of the Sub-Contract as aforesaid.

Signed on behalf of **ROLLALONG LIMITED**

Signature ..... Name ..... Position .....

See below in this Sub-Contract Order for the Sub-Contract Schedule, the Rollalong Sub-Contract Conditions and the form of acceptance by the Sub-Contractor.

**ROLLALONG LIMITED SUB-CONTRACT ORDER (CONTINUED)****SUB-CONTRACT SCHEDULE**

<b><u>PART 1 (PARTICULARS OF THE CONTRACT BETWEEN THE EMPLOYER AND ROLLALONG)</u></b>		
<b><u>Clause reference (not exclusive)</u></b>		<b><u>Details</u></b>
Clause 1(7)	<b>Employer:</b>	*
	<b>Rollalong:</b>	Rollalong Limited.
Clause 1(4)	<b>Agreement / Letter of Acceptance:</b>	Dated * between the said Employer and Rollalong.
Clause 1(19)	<b>Brief description of the Works by Rollalong:</b>	* (Insert here the same description as in the Contract)
Clause 1(4)	<b>Applicable standard Conditions:</b>	The current version of the * but as modified and added to by the amendments referred to below.
Clause 1(4)	<b>Applicable published amendments to the said standard Conditions</b>	*
Clause 1(4)	<b>Further amendments to the said standard Conditions:</b>	As set out in *
Clause 1(4)	<b>Other documents forming part of the Contract between Rollalong and the Employer:</b>	The specification, drawings, Rollalong's tender, the Employer's written acceptance and the further documents forming part of the Contract agreed as such by the Employer and Rollalong.
Clause 7	<b>Inspection:</b>	The Contract documents (other than Rollalong's prices) may be inspected at Rollalong's offices by prior appointment. The Sub-Contractor shall be deemed to have full knowledge of all the provisions of the Contract (except Rollalong's prices).
	<b>Extracts from Contract documents:</b>	Annexed hereto are the following documents which are excerpts from the documents forming the Contract: *
Clause 1(5)	<b>Contract Administrator:</b>	* the Architect / the Contract Administrator / the Engineer / the Supervising Officer / the Project Manager / the Employer ; as defined in the Contract.

**ROLLALONG LIMITED SUB-CONTRACT ORDER (CONTINUED)****SUB-CONTRACT SCHEDULE (CONTINUED)**

<b>PART 2 (SUB-CONTRACT PARTICULARS)</b>		
<b>Clause reference (not exclusive)</b>		<b>Details</b>
Clause 1(15)	<b>Sub-Contract Works:</b>	<p>*</p> <p>including but not limited to the * manufacture, supply, construction, installation, completion, testing, commissioning and maintenance of the said works and the satisfaction of all performance tests, other tests and performance requirements prescribed by the Sub-Contract, by the Contract and/or by or under the applicable law.</p>
Clause 5	<b>Attendances and/or other things to be supplied by Rollalong (if any):</b>	* <i>(Delete as appropriate)</i> None / Those (if any) specified as such in Rollalong's Minutes of Meeting (if any) included in the Sub-Contract.
Clause 10	<b>Design of the Sub-Contract Works:</b>	Unless otherwise specifically stated here, the Sub-Contractor shall be fully responsible for the design of the following parts of the Sub-Contract Works and shall undertake, complete, check and supply such design (including any necessary procurement of design from others and the timely preparation and submission of all design documents and information for approval by Rollalong), namely: * each and every part of the Sub-Contract Works for which Rollalong is required to design or complete or supply the design under the Contract.
Clause 1(12)	<b>The Sub-Contract Price:</b>	<p>* Lump sum of £ * (* pounds), less the discount specified in this Schedule.</p> <p>Unless a lump sum is specified above in part 2 of this Schedule, the Sub-Contract Price shall be calculated and determined by Rollalong by remeasurement of the Sub-Contract Works properly done in accordance with the Sub-Contract valued at the Sub-Contractor's rates and prices specified therein for measured work, less the discount specified in this Schedule.</p>
Clauses 1(12) and 35(8)	<b>Discount:</b>	<p>* %.</p> <p>Unless otherwise specified here, the discount shall be 2.5%.</p>
	<b>Errors and omissions in any bill of quantities or schedule of rates:</b>	<p>* <i>(Delete as appropriate)</i> Alternative 'A' below will apply / Alternative 'B' below will apply.</p> <p>Unless otherwise specifically stated here, Alternative 'B' below will apply.</p> <p><u>Alternative 'A'</u></p> <p>There shall not be any adjustment to the Sub-Contract Price or any other payment to the Sub-Contractor for or as a result of any difference between the quantity stated in any bill of quantities or schedule of rates (if any) forming part of the Sub-Contract and the actual quantity carried out or in respect of any other error in or omission from such bill of quantities or schedule (if any), whether as to description, item or otherwise.</p> <p><u>Alternative 'B'</u></p> <p>Any difference between the quantity stated in any bill of quantities (if any) forming part of the Sub-Contract and the actual quantity of the Sub-Contract Works carried out shall be treated under Clause 32 as a Sub-Contract Variation.</p>
Clauses 1(12) and 32	<b>Sub-Contractor's fully inclusive rates and prices for measured work:</b>	* <i>(Delete/Complete as appropriate)</i> As set out in the bills of quantities forming part of the Sub-Contract / As set out in the schedule of rates and prices forming part of the Sub-Contract / As set out in *
Clause 32	<b>Sub-Contractor's fully inclusive day work rates:</b>	* <i>(Delete as appropriate)</i> As set out in the documents forming the Sub-Contract / As follows.

**ROLLALONG LIMITED SUB-CONTRACT ORDER (CONTINUED)****SUB-CONTRACT SCHEDULE (CONTINUED)**

PART 2 (SUB-CONTRACT PARTICULARS)			
Clause reference (not exclusive)		Details	
		Class of labour	£ . p
Clause s1(17) and 35	Interim valuation intervals:	* (Delete/Complete as appropriate) Weekly / Fortnightly / Monthly / Not applicable.	
Clauses 1(18) and 35	Payment period for interim payments:	* (Delete/Complete as appropriate) 35 days / Not applicable.  (note: the period, if any, shall not be less than 7 days).	
Clauses 1(18) and 35	Final account certification and payment period:	* (Delete/Complete as appropriate) 35 days / Three months from practical completion of the Sub-Contract Works.  (note: the period shall not be less than the payment period for interim payments).	
Clause 35(8)	Retention percentage:	* % (5% unless otherwise specified here).	
Clause 35(12)	Release of retention monies:	<p>* (Delete as appropriate) Alternative ‘1’ below will apply / Alternative ‘2’ below will apply.</p> <p>Unless otherwise specifically stated here, Alternative ‘1’ below will apply.</p> <p><u>Alternative 1</u> When a payment certificate under the Contract certifies payment to Rollalong of retention monies in respect of the Sub-Contract Works the corresponding retention monies under the Sub-Contract shall become due and the final date payment shall be 21 days later.</p> <p><u>Alternative 2</u> The first half of the retention monies shall become due 35 days after the end of the month in which the Sub-Contract Works reach practical completion and the second half of the same shall become due 35 days after the end of the month in which the final certificate of making good defects or the like in respect of the Works is issued under the Contract. The final date for such payment shall be 21 days after such due date.</p>	
Clause 22	Date(s) for commencement of the Sub-Contract Works on site:	As specified in Column 1 below or, where no date is so specified, such date as shall be fixed and notified in writing by Rollalong, allowing a notice period of not less than * 7 days.	
	Period(s) for the carrying out and completion of the Sub-Contract Works on site:	As specified in Column 2 below or, where no period is so specified, such period as shall be fixed and notified in writing by Rollalong. Each such specified or notified period for completion shall commence on the respective date for commencement as aforesaid.	
		<u>Brief description of work</u>	<u>Column 1</u> (Date for commence-ment on site)
		<u>Column 2</u> (Period for completion on site)	
	The Sub-Contract Works:	* see above	*
	Separate parts of the Sub-Contract Works, as follows:		
	*	* see above	*
	*	* see above	*

**ROLLALONG LIMITED SUB-CONTRACT ORDER (CONTINUED)****SUB-CONTRACT SCHEDULE (CONTINUED)**

<b><u>PART 2 (SUB-CONTRACT PARTICULARS)</u></b>		
<b><u>Clause reference (not exclusive)</u></b>	<b><u>Details</u></b>	
	* * see above *	
	<b>Execution of work off-site:</b>	The Sub-Contractor shall subject to the provisions of the Sub-Contract expedite any off-site Sub-Contract Works (and the design thereof) so that all materials and goods have been designed, manufactured and procured and are ready in all respects or immediately available to be delivered to the site of the Works and without more to be incorporated into the Sub-Contract Works in accordance with the Sub-Contract.
Clause 44	<b>Sub-Contractor's Insurances:</b>	Without in any way limiting his obligations or liabilities whether under the Sub-Contract or arising otherwise the Sub-Contractor shall effect and maintain the following insurances, namely:-
	<b>Insurance of Sub-Contract Works, materials etc:</b>	* Insurance covering Rollalong and the Sub-Contractor against all loss of and/or damage to the Sub-Contract Works and any materials, plant, equipment and/or other goods for incorporation therein from whatever cause arising other than such excepted risks (if any) as are provided by the express terms of the Contract to be at the sole risk of the Employer in respect of such loss and damage; the insurance shall be for the full replacement cost plus 10%; and
	<b>Employer's liability Insurance:</b>	* Employer's Liability Insurance which complies with the Employer's Liability (Compulsory Insurance) Act 1969, and any statutory orders made there under or any amendment or re-enactment thereof, which insurance shall be as the minimum amount for such insurance under the Contract (and in any event as the minimum amount for such insurance required by legislation) for any one occurrence; and
	<b>Third Party Insurance:</b>	* Third Party Insurance for at least £ * (* pounds) for any one occurrence or series of occurrences arising out of any one event and covering Rollalong and the Sub-Contractor against liabilities for death of or injury to any person or loss of or damage to any property arising out of or in consequence of the carrying out, completion or maintenance of the Sub-Contract Works, save that such insurance need not cover the liability of Rollalong if the death, injury, loss or damage was caused solely by the wrongful act or omission of Rollalong, his servants or agents; if the amount of cover is not specified here, then it shall be as the minimum amount for third party insurance under the Contract or, if such insurance is not required under the Contract, £2,000,000; and
	<b>Professional Indemnity Insurance:</b>	* Professional Indemnity Insurance for at least £ * (* pounds) for any one occurrence or series of occurrences arising out of any one event and covering all negligent acts and omissions of the Sub-Contractor, his servants or agents, in any design work connected with the Sub-Contract Works, whether such neglect is in contract, tort or otherwise; if the amount of cover is not specified here, then it shall be as the minimum amount for professional indemnity insurance under the Contract or, if such insurance is not required under the Contract, £2,000,000.
Clause 44	<b>Period of Insurance:</b>	The insurance of the Sub-Contract Works and any materials, plant, equipment and/or other goods for incorporation therein shall be maintained from the time of commencement of the Sub-Contract Works until the whole of the Works have ceased to be at Rollalong's risk under the Contract as regards loss and damage.  * The other insurances by the Sub-Contractor shall be maintained from the

**ROLLALONG LIMITED SUB-CONTRACT ORDER (CONTINUED)****SUB-CONTRACT SCHEDULE (CONTINUED)**

<b><u>PART 2 (SUB-CONTRACT PARTICULARS)</u></b>	
<b><u>Clause reference (not exclusive)</u></b>	<b><u>Details</u></b>
	time that the Sub-Contractor first enters upon the Site for the purpose of carrying out the Sub-Contract Works or first carries out any part of the Sub-Contract Works, whichever is the earlier, until the expiry of a period of 6 years (12 years in the case of any Professional Indemnity Insurance) from the date when the final certificate of making good defects or the like in respect of the Works is issued under the Contract.
<b>Contract Policy of Insurance:</b>	* For the avoidance of doubt, the Sub-Contractor shall not be entitled to any cover under or other benefit of any insurance effected by Rollalong in accordance with the Contract or otherwise and the Sub-Contractor shall be fully responsible for all and any injury or damage to or loss of the Sub-Contract Works or any part thereof or any materials, plant, equipment and/or other goods for incorporation therein howsoever caused and arising at any time prior to the risk of the occurrence of such injury, damage and loss passing to the Employer pursuant to the provisions of the Contract.
<b>Construction Skills Certification Scheme:</b>	<p>(1) The Sub-Contractor shall, subject to clause (2) below, ensure that:</p> <p>(a) each and every person (including but not limited to all supervisors, labourers, tradesmen, plant operators and other work-people) employed in any respect on the Sub-Contract Works on the site or employed on any other task being carried out by the Sub-Contractor on the site is at all material times properly registered under the Construction Skills Certification Scheme ("CSCS") as appropriate to the role of the person in such employment,</p> <p>(b) each and every such person possesses a valid CSCS card accordingly,</p> <p>(c) such CSCS cards are produced for inspection by the Contractor as and when reasonably required by the Contractor for the purpose of checking compliance with sub-clauses (a) and (b) above, and</p> <p>(d) all contracts of employment and arrangements with such persons are fully in accordance with and give effect to sub-clauses (a) to (c) above and clause (3) below.</p> <p>(2) If the Contractor, in his absolute discretion, specifically authorises by notice in writing to the Sub-Contractor a relaxation or alteration of the requirements of clause (1) above in respect of any particular person referred to in such clause (1), then the Sub-Contractor's obligations under such clause (1) shall be modified to that extent in respect of such person's role under the Sub-Contract, but not further or otherwise.</p> <p>(3) If the Sub-Contractor fails in any respect to comply with clause (1) above then the Contractor may, without prejudice to any other right or remedy of the Contractor, prohibit the person or persons to which such failure relates from entering or remaining on the site and working on the Sub-Contract Works on the site.</p> <p>(4) For the avoidance of any doubt, the Sub-Contractor shall at his own cost comply in all respects with clauses (1) to (3) above and, notwithstanding such compliance and in particular any prohibition under such clause (3) and notwithstanding any acceptance under such clause (2), shall remain wholly responsible for carrying out and completing the Sub-Contract Works in all respects in accordance with the Sub-Contract.</p>
<b>Collateral Warranty(s):</b>	The Sub-Contractor shall as and when may be required by notice in writing by Rollalong enter into such collateral warranty(s) and in such form(s) as may be required by or under the Contract in respect of sub-contractors and for the benefit of such person(s) as may be identified by or under the Contract. Unless otherwise directed in writing by Rollalong, each such collateral warranty shall be executed and delivered * under hand / as a Deed

**ROLLALONG LIMITED SUB-CONTRACT ORDER (CONTINUED)****SUB-CONTRACT SCHEDULE (CONTINUED)**

<b><u>PART 2 (SUB-CONTRACT PARTICULARS)</u></b>	
<b><u>Clause reference (not exclusive)</u></b>	<b><u>Details</u></b>
	by the Sub-Contractor and shall be returned to Rollalong accordingly within 7 days from such notice.
<b>Bond:</b>	<p>The Sub-Contractor shall within 14 days of the date of this Sub-Contract Order deliver to Rollalong a Bond in accordance with the following:</p> <p>Form of Bond: *</p> <p>Surety: *</p> <p>If a surety is not named here, the surety shall be a body approved in writing by Rollalong.</p> <p>Amount of the Bond: £ *</p> <p>Unless otherwise specified here, the amount of the Bond shall be 15% of the Sub-Contract Price specified in part 2 of this Schedule.</p>
<b>Parent Company Guarantee:</b>	The Sub-Contractor shall within 14 days of the date of this Sub-Contract Order deliver to Rollalong a parent company guarantee from his ultimate holding company and in the form *
<b>Responsibility unaffected by collateral warranty etc:</b>	For the avoidance of doubt, neither the requirement for any collateral warranty, bond or parent company guarantee nor its terms shall relieve the Sub-Contractor of any obligation or liability under the Sub-Contract.
<b>Contracts (Rights of Third Parties) Act 1999:</b>	For the purposes of the Contracts (Rights of Third Parties) Act 1999, Rollalong and the Sub-Contractor hereby declare and confirm that notwithstanding any other provision of this Sub-Contract nothing in this Sub-Contract shall be construed as conferring on any third party any right to enforce any term of this Sub-Contract.
<b>Any other matters:</b>	* <i>(Insert details here).</i>



## **ROLLALONG LIMITED SUB-CONTRACT ORDER (CONTINUED)**

### **ROLLALONG SUB-CONTRACT CONDITIONS**

1. Definitions.  
In the Sub-Contract (as hereinafter defined) all words and expressions have the same meaning as in the Contract (as hereinafter defined) unless otherwise provided or where the context otherwise requires and the following words and expressions shall have the meanings hereby respectively assigned to them.
  - (1) "Appointer" means the person who in default of agreement between Rollalong and the Employer is to appoint the arbitrator under the Contract or, if the Contract does not identify such a person, is the President or a Vice-President for the time being of the Chartered Institute of Arbitrators in England.
  - (2) "Adjudication Procedure" means the Contract adjudication procedure or, if the Contract does not include an adjudication procedure, shall be as Part I of the Scheme for Construction Contracts (England and Wales) Regulations 1998 or any amended or modified version thereof current at the time of the appointment of the adjudicator.
  - (3) "Arbitration Procedure" means the Contract arbitration procedure or, if the Contract does not include an arbitration procedure, shall be the Construction Industry Model Arbitration Rules (1998) or any amended or modified version thereof current at the time of the appointment of the arbitrator.
  - (4) "the Contract" means the contract between Rollalong and the Employer for the Works, particulars of which contract are given in part 1 of the Sub-Contract Schedule.
  - (5) "the Contract Administrator" means the Architect, Engineer or other authorised administrator of the Contract or, as the case may be, the Main Contractor, as defined in the Contract.
  - (6) "Rollalong" means Rollalong Limited.
  - (7) "the Employer" means the person so named in part 1 of the Sub-Contract Schedule.
  - (8) "insolvent" has the same meaning as in Section 113 of the Housing Grants, Construction and Regeneration Act 1996 or any amendment or re-enactment thereof for the time being in force.
  - (9) "the Sub-Contract" is as defined in the Sub-Contract Order.
  - (10) "the Sub-Contract Conditions" means the clauses of these Sub-Contract Conditions.
  - (11) "the Sub-Contract Order" means Rollalong's Sub-Contract Order in which these Sub-Contract Conditions are set out.
  - (12) "the Sub-Contract Price" means the Sub-Contract price specified in part 2 of the Sub-Contract Schedule as payable to the Sub-Contractor for the Sub-Contract Works or such other sum as may become payable to the Sub-Contractor pursuant to the express provisions of the Sub-Contract Conditions.
  - (13) "the Sub-Contract Schedule" means the schedule entitled as such and set out in the Sub-Contract Order.
  - (14) "Sub-Contract Variation" means a variation of the Sub-Contract Works, whether by way of addition, modification or omission, ordered in writing by Rollalong, but not otherwise.
  - (15) "the Sub-Contract Works" means the Sub-Contract works referred to in part 2 of the Sub-Contract Schedule and described in the Sub-Contract, including any Sub-Contract Variations.
  - (16) "the Sub-Contractor" means the person so named in the Sub-Contract Order.
  - (17) "Valuation Interval" means in the case of interim payments the interim valuation interval specified in part 2 of the Sub-Contract Schedule and in the case of the final payment the period up to the start of its Payment Period.
  - (18) "Payment Period" means in the case of interim payments the interim payment period specified in part 2 of the Sub-Contract Schedule and in the case of the final payment the final account certification and payment period specified in the said part 2.
  - (19) "the Works" means the works to be executed by Rollalong under the Contract and of which the Sub-Contract Works form part.
2. Words importing the singular also include the plural and vice-versa where the context requires. All references in the Sub-Contract Order to clauses are references to clauses numbered in the Sub-Contract Conditions and not to those in any other document forming part of the Sub-Contract unless otherwise stated.
3. Any communication which under the Sub-Contract is required to be given or confirmed in writing may be hand-written, typewritten or printed, except where otherwise directed in writing by the Rollalong. A communication shall be deemed to have been given to the Sub-Contractor when it is delivered to him or his agent (whether on or off the site), or, if sent by post, fax or e-mail to the agreed address or registered office or last known address of the Sub-Contractor, when in the ordinary course of post, fax or e-mail it would have been received at that address. Each and every communication to Rollalong shall be served by actual delivery by hand or pre-paid post to the registered office of Rollalong or to the last address of Rollalong that has been specifically notified in writing by Rollalong for receiving communications from the Sub-Contractor under the Sub-Contract.
4. The Sub-Contractor shall execute and complete the Sub-Contract Works in accordance with the Sub-Contract and to the satisfaction of Rollalong and of the Contract Administrator and in conformity with all the directions and requirements of Rollalong including all reasonable rules of Rollalong for the time being regulating the due carrying out of the Works. Further the Sub-Contractor shall execute and complete the Sub-Contract Works with due diligence and in a good and workmanlike manner and with all reasonable skill and care. All materials, goods and workmanship shall also be to a standard acceptable to Rollalong and to the Contract Administrator.
5. The Sub-Contractor shall provide all supervision, labour, materials, goods, vehicles, plant, equipment, tools, services, storage, accommodation, access and other facilities, setting-out, temporary works and everything whether of a permanent or temporary nature required for the execution and completion of the Sub-Contract Works, except only the things, if any, specified in part 2 of the Sub-Contract Schedule as to be provided by Rollalong for the Sub-Contract Works. The Sub-Contractor shall however be responsible for the safe storage and care of all such things and shall be liable to Rollalong for (amongst other things) the cost of any such thing required for making good such of the defects, shrinkages, imperfections and/or other faults referred to in Clause 31 as are the responsibility of the Sub-Contractor under the Sub-Contract.
6. The Sub-Contractor shall not assign or sub-let the Sub-Contract or any part thereof without the prior express written consent of Rollalong. No assignment or sub-letting by the Sub-Contractor shall in any way relieve the Sub-Contractor of any of his obligations or liabilities under the Sub-Contract.
7. The Sub-Contractor shall be deemed to have notice of and to have had reasonable opportunity of inspecting all of the provisions of the Contract or a copy thereof except the prices of Rollalong included therein and shall observe, perform, comply with and be bound by all the provisions of the Contract so far as they relate to and/or are applicable to the Sub-Contract Works or any part thereof and are not repugnant to or inconsistent with the express provisions of this Sub-Contract as if all the same were severally set out herein. For the avoidance of doubt, nothing herein shall however be construed as creating any privity of contract between the Sub-Contractor and the Employer and the Sub-Contractor shall not be entitled to receive the benefit of any right or claim under the Contract.

## **ROLLALONG LIMITED SUB-CONTRACT ORDER (CONTINUED)**

### **ROLLALONG SUB-CONTRACT CONDITIONS (CONTINUED)**

8. Rollalong shall have the like powers in relation to the Sub-Contract Works to give instructions and decisions as the Contract Administrator has in relation to the Works under the Contract and where any such instruction or decision is issued in writing to the Sub-Contractor by Rollalong the Sub-Contractor shall have the like obligations to abide by and comply therewith. The said powers of Rollalong shall be exercisable in any case irrespective of whether the Contract Administrator has exercised like powers in relation thereto under the Contract.
9. The Sub-Contractor shall not act upon any instruction or decision in connection with the Sub-Contract Works which is received by him directly from the Employer or the Contract Administrator or any of their respective servants or agents. If the Sub-Contractor shall receive any such instruction or decision then the Sub-Contractor shall forthwith inform Rollalong's agent in charge of the Works thereof and shall provide such agent with full written details of such instruction or decision.
10. Where any design for the Sub-Contract Works (including but not limited to any specifications for the kinds or standards of materials, goods or workmanship) has been or will be prepared or completed by or on behalf of the Sub-Contractor, the Sub-Contractor shall be fully responsible to Rollalong for such design, including but not limited to ensuring that such design is fit for the purposes for which it is required under the Contract and in particular is compliant in every respect with (amongst other things) all and any performance specifications and/or requirements included in the Contract and/or in the Sub-Contract and with the law applicable to the Works and that all necessary statutory permissions and consents are obtained. The Sub-Contractor shall exercise all reasonable skill care and diligence in such design work but this shall not however be construed as limiting the Sub-Contractor's responsibility for such design or his liability in relation to such design.
11. The Sub-Contractor shall before preparing any design or specification for and/or procuring any materials or goods for the Sub-Contract Works give adequate notice in writing to Rollalong of any discrepancies and/or divergences in or between any of the documents included in the Sub-Contract.
12. The Sub-Contractor hereby warrants and undertakes to Rollalong that there is not any discrepancy or other conflict between any document prepared or supplied by the Sub-Contractor and forming part of the Sub-Contract and any other document forming part of the Sub-Contract and/or of the Contract or any discrepancy or other conflict within or between any such documents (if any) prepared or supplied by the Sub-Contractor.
13. The Sub-Contractor shall comply with and be bound by the requirements of Rollalong as to the integration and co-ordination of the designs for the Sub-Contract Works with those for the rest of the Works and which are notified from time to time in writing by Rollalong.
14. Without prejudice to the generality of Clause 7, whenever Rollalong is required by the terms of the Contract to give any proposal, return, account, notice, drawing, detail, specification, operating and maintenance manuals, estimate, quotation or other information the Sub-Contractor shall in relation to the Sub-Contract Works give a similar proposal, return, account, notice, drawing, detail, specification, operating and maintenance manuals, estimate or quotation or such other information in writing to Rollalong as will enable Rollalong to comply with such terms of the Contract and shall do so in sufficient time to enable Rollalong to comply with such terms punctually. The Sub-Contractor shall prepare and supply to Rollalong for approval such further drawings, details, specifications, method statements, calculations and the like as may be necessary for the execution or completion of the Sub-Contract Works, except only such of the same as are specified in the Sub-Contract as to be provided by Rollalong to the Sub-Contractor or are to be issued to Rollalong under the Contract.
15. Save where the contrary is expressly stated in any bill of quantities, schedule of rates or the like forming part of this Sub-Contract, no quantity stated therein shall be taken to define or limit the extent of any work to be done by the Sub-Contractor in the execution and/or completion of the Sub-Contract Works.
16. The Sub-Contractor shall set-out the Sub-Contract Works and shall ensure that the positions, levels, dimensions and alignment of all parts of the Sub-Contract Works are correct according to the drawings, specifications and other written or physical data provided by Rollalong, notwithstanding any assistance or checking by Rollalong or any other person, and shall provide all necessary instruments, appliances, services and labour for the same, except if and to the extent otherwise agreed and specified in part 2 of the Sub-Contract Schedule.
17. Rollalong shall permit the Sub-Contractor to use such scaffolding (if any) for the purposes of the Sub-Contract Works as is from time to time erected by Rollalong for the Works. Such permission shall not imply any warranty as to the fitness, condition or suitability of any such scaffolding. The Sub-Contractor shall satisfy himself that all such scaffolding (if any) complies with current safety rules and regulations. Rollalong shall not be bound to provide or retain scaffolding for the Sub-Contractor's use.
18. The Sub-Contractor shall observe and comply with all Acts of Parliament and other statutory provisions, regulations, bylaws, rules and approved codes of practice which apply in England so far as the same are applicable to the Sub-Contract Works and with Rollalong's regulations concerning site safety and procedures and with Rollalong's Safety Policy Statement. The Sub-Contractor shall ensure each of his servants and agents is aware of and complies with the matters referred to in this Clause.
19. The Sub-Contractor shall apply for and obtain in adequate time all permissions, consents, approvals, licences and the like required under the law applicable to the Works and for the execution and completion of the Sub-Contract Works in accordance with the Sub-Contract, except only those (if any) expressly stated in the Contract as having been obtained or to be obtained by the Employer.
20. In this Clause 'the CDM Regulations' means the Construction (Design and Management) Regulations 1994 or any statutory re-enactment or amendment thereof for the time being in force. Without prejudice to the generality of Clause 18, the Sub-Contractor shall comply with the CDM Regulations and with all the requirements of Rollalong in regard to the CDM Regulations and without prejudice to the generality of this Clause the Sub-Contractor shall provide, and shall ensure that all his design consultants and other sub-contractors, through the Sub-Contractor, provide to Rollalong such documentation and other information in connection with the Sub-Contract Works as is required for the purpose of ensuring compliance in all respects with the CDM Regulations.
21. The Sub-Contractor shall co-operate with and assist Rollalong so as to ensure that the Sub-Contract Works are executed in compliance with Rollalong's Quality Assurance Procedures.

## **ROLLALONG LIMITED SUB-CONTRACT ORDER (CONTINUED)**

### **ROLLALONG SUB-CONTRACT CONDITIONS (CONTINUED)**

22. The Sub-Contractor shall commence the Sub-Contract Works on site on the Date for Commencement specified in part 2 of the Sub-Contract Schedule and shall complete the Sub-Contract Works within the Period for Completion stated in the said part 2, calculated from the said Date for Commencement, subject only to such extension of the Period for Completion as is fair and reasonable for breach (if any) of the Sub-Contract by, or any act of prevention by, Rollalong.
23. Where differing Periods for Completion are specified in the Sub-Contract for different parts of the Sub-Contract Works on site then each such part of the Sub-Contract Works shall be treated separately in accordance with the provisions of Clause 22.
24. The Sub-Contractor shall give to Rollalong prompt notice and full particulars in writing of any actual or potential delay in the execution or completion of the Sub-Contract Works or any part of the same.
25. Unless otherwise specifically stated in the Sub-Contract, the Sub-Contractor shall in the execution of the Sub-Contract Works on the site observe the same days and hours of working as Rollalong. At the end of each working day the Sub-Contractor shall provide Rollalong with a written return identifying the resources employed on the Sub-Contract Works that day and the respective work by and times involved of each such resource.
26. The Sub-Contractor acknowledges and accepts that the Site will be subject to the Working Rules nominated by Rollalong, and that in particular the Sub-Contractor will be required to observe the site close down periods, working hours and safety regulations consequent upon such Working Rules.
27. Rollalong shall not at any time be bound to give to the Sub-Contractor exclusive or uninterrupted possession of or access to work areas or any part of the site. The Sub-Contractor shall provide and maintain such means of access to and within the Site as shall be necessary to enable him to execute and complete the Sub-Contract Works in accordance with the Sub-Contract.
28. The Sub-Contractor shall comply with Rollalong's requirements for the progress and sequencing of the design for and the execution of the Sub-Contract Works and of separate parts thereof and the co-ordination thereof with other parts of the Works and which are notified from time to time in writing by Rollalong.
29. The Sub-Contractor shall be deemed to have inspected and examined the site, including but not limited to ground conditions, mains, services and other physical conditions and obstructions, and made all reasonable investigations and to have satisfied himself before entering the Sub-Contract as to the correctness and sufficiency of the Sub-Contract Price to cover all his obligations under the Sub-Contract.
30. The Sub-Contractor shall clear away and properly dispose of all debris, rubbish and other waste material arising from the Sub-Contract Works and shall do so at such times and in such manner and to such places, whether on or off the site, as Rollalong may direct and shall properly clean all affected works and surfaces throughout the execution of the Sub-Contract Works and in any event at such times and in such manner as Rollalong may direct. On completion of the Sub-Contract Works the Sub-Contractor shall remove from the site all his equipment and other things and shall leave the Sub-Contract Works and such other places on the site as may have been made available to him, clean, tidy and in a workmanlike condition to the satisfaction of Rollalong.
31. The Sub-Contractor shall maintain the Sub-Contract Works and shall make good such defects, shrinkages, imperfections and other faults in or caused by the Sub-Contract Works as Rollalong is liable to make good under the Contract for the like period and otherwise upon the like terms as Rollalong is liable to do under the Contract.
32. The Sub-Contractor shall make such Sub-Contract Variations as may be ordered in writing by Rollalong, but not further or otherwise. The value of such authorised Sub-Contract Variations shall be ascertained by reference to the rates and prices, if any, specified in the Sub-Contract for similar or analogous work, but if there are no such rates or prices, or if they are not applicable, then the value shall be such as is fair and reasonable in all the circumstances. Provided that, where Rollalong and the Sub-Contractor have expressly agreed in writing a sum for a Sub-Contract Variation, such sum (less the discount percentage, if any, specified in the Sub-Contract Schedule) shall be deemed to be the full value to which the Sub-Contractor is entitled in respect of such Sub-Contract Variation. The value of authorised Sub-Contract Variations shall be added to or deducted from the Sub-Contract price specified in part 2 of the Sub-Contract Schedule, as the case may require. Provided that no such addition shall be made in respect of any Sub-Contract Variation necessitated solely or partially by any act, default or breach of Sub-Contract by the Sub-Contractor, his servants or agents.
33. The value of an authorised Sub-Contract Variation shall include the reasonable net additional cost (if any) of any reasonable disruption to or prolongation of the Sub-Contract Works that is unavoidably and solely caused by the proper execution of such Sub-Contract Variation and which is beyond that reasonably contemplated by the Sub-Contract, but:
- (a) only if and to the extent that such cost:
    - (i) is actually incurred by the Sub-Contractor in the execution of the Sub-Contract Works; and
    - (ii) is not included or deemed to be included in any other amount due to the Sub-Contractor under the Sub-Contract; and
    - (iii) is certified by the Contract Administrator as additional payment due to Rollalong under the Contract in respect of such Variation; and
  - (b) only if the Sub-Contractor shall have:
    - (i) made written claim in respect thereof to Rollalong in clear and specific terms within 14 days from when such Sub-Contract Variation was ordered under the Sub-Contract; and
    - (ii) supplied Rollalong on request with such information and in such form and detail as Rollalong requires to verify that such cost has been so incurred by the Sub-Contractor; and
    - (iii) substantiated to the satisfaction of Rollalong that such disruption and/or prolongation has been so caused and the amount of such cost so incurred; and
  - (c) the value of an authorised Sub-Contract Variation shall not otherwise include any amount for any disruption to or prolongation of the Sub-Contract Works or any part thereof.
34. The Sub-Contractor shall, specifically for the purpose of the verification of the resources and of their times and/or quantities, give Rollalong adequate prior notice in writing of the execution of any work for which he intends to claim payment on a daywork basis or the like. It shall be a condition precedent to any right of the Sub-Contractor to receive any payment for any daywork or the like that at the end of each

## **ROLLALONG LIMITED SUB-CONTRACT ORDER (CONTINUED)**

### **ROLLALONG SUB-CONTRACT CONDITIONS (CONTINUED)**

working day he shall have provided Rollalong with a voucher specifying each person and the time, the work and the other resources involved and which has been signed on behalf of the Sub-Contractor and by Rollalong's agent in charge of the Works. No such voucher signed or agreed on behalf of Rollalong shall of itself be taken as an order for the execution of the work or as acceptance that the work shall be valued on a daywork basis or the like. No part of the Sub-Contract Works shall be valued on a daywork basis unless it has been specifically so ordered in advance in writing to the Sub-Contractor by Rollalong. Provided that Rollalong hereby reserves the right to determine that any such work shall be valued on a measured work basis notwithstanding any such order.

35. (1) Subject to the provisions of the Sub-Contract Conditions, the Sub-Contract Price shall be paid in accordance with the following provisions of Clause 35.
- (2) The Sub-Contractor shall submit to Rollalong interim applications for payment (unless the first Valuation Interval is after practical completion of the Sub-Contract Works) and a final application for payment in accordance with Clause 35. Each application so submitted shall constitute a "valid application" for the purposes of Clause 35, but not otherwise.
- (3) Interim applications for payment shall be submitted by the end of each Valuation Interval, which shall run from such date (not exceeding one month) after the start of the Sub-Contract Works start on site as Rollalong shall reasonably decide to suit its payment procedures and until practical completion of the Sub-Contract Works.
- (4) The final application for payment shall be submitted within 28 days from practical completion of the Sub-Contract Works and shall include and separately specify each and every sum that the Sub-Contractor considers is due or should become due to him under the Sub-Contract.
- (5) Each application for payment shall be in writing and in such form and contain or be accompanied by such details and supporting information as Rollalong may require and be for the Sub-Contract Price of the Sub-Contract Works properly executed on site by the Sub-Contractor under the Sub-Contract as at the end of the Valuation Interval.
- (6) Each interim payment (if any) due to the Sub-Contractor shall be the Sub-Contract Price of the Sub-Contract Works properly executed on site by the Sub-Contractor under the Sub-Contract as at the end of the Valuation Interval, all as calculated and determined by Rollalong on the basis of the current valid application, less the deductions permitted by the Sub-Contract.
- (7) The final payment due to the Sub-Contractor shall be the Sub-Contract Price calculated and determined by Rollalong on the basis of the final valid application, less the deductions permitted by the Sub-Contract.
- (8) The deductions permitted by the Sub-Contract as referred to in Clauses 35(6) and 35(7) include the discount (if any) and retention monies at the rates specified in part 2 of the Sub-Contract Schedule, previous payments by Rollalong under the Sub-Contract and any other monies whatsoever which are due to Rollalong from the Sub-Contractor under the Sub-Contract.
- (9) For the avoidance of any doubt:
- (a) Rollalong shall not be obliged to include in the determination or payment of any sum due to the Sub-Contractor any amount that is not included and specified in detail in the valid application relating to that determination or payment;
- (b) neither a valid application nor any supporting information shall of itself bind Rollalong in respect of anything in it; and
- (c) no payment (including but not limited to the final payment) under the Sub-Contract nor any act or omission by or on behalf of Rollalong or any certificate or other document issued under the Contract shall constitute evidence that any design, work, materials or goods incorporated in the Sub-Contract Works are in accordance with the Sub-Contract.
- (10) Subject to the provisions of the Sub-Contract Conditions, the sum determined by Rollalong under Clause 35(6) or 35(7) as the case may be shall become due on the expiry of the Payment Period calculated from the end of the Valuation Interval and shall be paid by the expiry of such Payment Period ('the final date for payment').
- (11) Subject to the provisions of the Sub-Contract Conditions, the retention monies referred to in Clause 35(8) shall become due in accordance with the retention release provisions set out in part 2 of the Sub-Contract Schedule and the final date for such payment shall be 21 days later.
- (12) Rollalong shall within 5 days after the date on which a payment becomes due from it under the Sub-Contract notify the Sub-Contractor in writing of the amount of the payment and the basis on which it was calculated.
- (13) Notwithstanding anything to the contrary elsewhere in this Sub-Contract, if the Employer is insolvent Rollalong shall not be obliged to make any payment to the Sub-Contractor of any amount which is due or may become due to the Sub-Contractor under the Sub-Contract, except only if and to the extent that Rollalong has received payment in respect thereof from the Employer.
- (14) Where Rollalong intends to withhold payment after the final date for payment of a sum due to the Sub-Contractor under the Sub-Contract, Rollalong shall notify the Sub-Contractor in writing not later than one day before the final date for payment of such sum, specifying the amount proposed to be withheld and the ground for withholding payment or if there is more than one ground for withholding payment each ground and the amount attributable to it.
- (15) Without prejudice to any other rights or remedies which Rollalong may possess and subject only to Clause 35(14), Rollalong shall be entitled to deduct and withhold from any monies otherwise payable by him to the Sub-Contractor whether under the Sub-Contract or any other contract or otherwise any sum or sums agreed by the Sub-Contractor as due to Rollalong or awarded in any adjudication, arbitration or litigation in favour of Rollalong and against the Sub-Contractor or any sum or sums which Rollalong has suffered or incurred or anticipates suffering or incurring by reason of any breach of or any failure to observe the provisions of the Sub-Contract (or of any other contract between Rollalong and the Sub-Contractor) by the Sub-Contractor.
- (16) The Subcontractor hereby acknowledges that the Contractor operates a self-billing payment process and, in accordance with conditions laid down by HM Revenue & Customs, undertakes not to issue Tax Invoices or Authenticated Receipts. The Subcontractor also undertakes to notify the Contractor if he ceases to be registered for VAT or if his VAT number is changed

## **ROLLALONG LIMITED SUB-CONTRACT ORDER (CONTINUED)**

### **ROLLALONG SUB-CONTRACT CONDITIONS (CONTINUED)**

- (17) Notwithstanding any provision to the contrary, the final date for payment for any sum due to the Sub-Contractor under the Sub-Contract shall not occur before the Sub-Contractor shall have fulfilled the following conditions precedent, namely the delivery to Rollalong of the following documents:
- (a) the Sub-Contractor's written acceptance of the terms and conditions of the Sub-Contract as defined in the Sub-Contract Order and in the form and manner required by the Sub-Contract Order; and
  - (b) where by or under the Sub-Contract the Sub-Contractor shall have been required to provide a collateral warranty, performance bond and/or parent company guarantee, if any, such document(s) properly executed in the form and manner required by the Sub-Contract Order;
  - (c) the VAT receipts referred to in Clause 38 in respect of previous payments to the Sub-Contractor under the Sub-Contract; and
  - (d) for inspection by Rollalong, the Sub-Contractor's valid tax certificate or valid tax registration card; and
  - (e) the appropriate tax vouchers issued by the Inland Revenue and duly completed by the Sub-Contractor in respect of previous payments to the Sub-Contractor under the Sub-Contract.
36. If in the opinion of Rollalong the Sub-Contract is a labour only agreement then Rollalong shall be entitled to deduct and withhold from payments otherwise due to the Sub-Contractor under the Sub-Contract the then current construction industry training board levy applicable to payments under such agreements.
37. Rollalong shall be entitled to make the statutory deduction required by the construction industry scheme of the Inland Revenue from all or any payments made or to be made by Rollalong to the Sub-Contractor unless the Sub-Contractor holds and produces to Rollalong a valid tax certificate authorised by the Inland Revenue. Only the original such valid certificate will be regarded as evidence of holding such a certificate, which original shall be produced for inspection as and when may be required by Rollalong.
38. Rollalong and the Sub-Contractor shall, respectively, comply with the law on tax deduction and with the law on Value Added Tax ("VAT"). If the Sub-Contractor fails, within seven days of receiving any payment under the Sub-Contract, to issue to Rollalong a properly completed form of receipt in respect of either amounts paid without deduction of tax or VAT remitted to him, then without prejudice to Clause 35(17) Rollalong may withhold further payments equivalent to the amount of the outstanding receipt or receipts.
39. The Sub-Contractor shall pay and indemnify Rollalong against all fees and/or charges (including but not limited to any rates, levies, National Insurance Contributions, import, export or other duties, taxes and/or the like) legally demandable by the Government authorities or other bodies in respect of the Sub-Contract Works or in relation to the employment of the Sub-Contractor under the Sub-Contract and the Sub-Contractor shall not be entitled to any additional payment for or in respect of the same.
40. Where the Sub-Contractor has been paid for any materials or goods, whether in whole or in part, they shall be and become the property of Rollalong, without prejudice however to any passing of title at any earlier time or to the provisions of Clause 41.
41. The Sub-Contractor shall be fully responsible for the protection and care of the Sub-Contract Works until they have been fully and properly completed under the Sub-Contract and ceased to be at Rollalong's risk under the Contract. The Sub-Contractor shall make good such loss or and/or damage to the Sub-Contract Works as Rollalong is liable to make good under the Contract for the like period and otherwise upon the like terms as Rollalong is liable to do under the Contract. In this Clause 41, reference to the Sub-Contract Works includes all materials and goods for incorporation in the same.
42. The Sub-Contractor shall be responsible for the protection and care of all and any vehicles, plant, equipment, tools, access and other facilities, setting-out and temporary works supplied or brought on to the site by or on behalf of the Sub-Contractor and shall at his own expense make good all loss of or damage occurring to the same.
43. The Sub-Contractor shall be liable for and shall indemnify Rollalong against all and any liability incurred at any time by Rollalong in respect of personal injury to or the death or sickness of any person or in respect of loss of or injury or damage to any property, including the Sub-Contract Works and the rest of the Works, which is due to any negligence, breach of statutory duty, omission or default of the Sub-Contractor, his servants or agents.
44. Without in any way limiting his liabilities under the Sub-Contract, the Sub-Contractor shall immediately effect the insurances specified in part 2 of the Sub-Contract Schedule and unless the Sub-Contract Schedule otherwise provides shall maintain such insurances until he has finally performed his obligations under clause 31. Such insurance shall be held with insurers approved in writing by Rollalong to the Sub-Contractor. If so requested, the policies of insurance and/or premium receipts therefore shall be produced forthwith to Rollalong.
45. Rollalong may at any time require the Sub-Contractor to remove or cause to be removed from the site any person engaged on or in connection with the Sub-Contract Works. Notwithstanding the provisions of this Clause 45, the Sub-Contractor shall remain wholly responsible for carrying out and completing the Sub-Contract Works in all respects in accordance with the Sub-Contract.
46. The Sub-Contractor shall indemnify Rollalong against each and every liability which Rollalong may incur at any time to any other person whatsoever and against all claims, demands, proceedings, damages, costs and expenses made against or incurred at any time by Rollalong by reason of any breach by the Sub-Contractor of the Sub-Contract.
47. If the regular progress of the whole or any part of the Works is delayed, disrupted or otherwise affected by any act or default of the Sub-Contractor, his servants or agents, the amount of any loss and/or expense and/or damage thereby caused to Rollalong shall be regarded as a debt due from the Sub-Contractor to Rollalong.
48. The rights and remedies of Rollalong as provided in this Sub-Contract are without prejudice to any other rights or remedies that Rollalong may possess. Approval by Rollalong or any other person of any design, work, materials, goods, document or other thing provided by the Sub-Contractor shall not in any way relieve the Sub-Contractor of any of his obligations or liabilities under the Sub-Contract.

## **ROLLALONG LIMITED SUB-CONTRACT ORDER (CONTINUED)**

### **ROLLALONG SUB-CONTRACT CONDITIONS (CONTINUED)**

49. (1) Without prejudice to any other rights or remedies Rollalong may possess, Rollalong may at its discretion at any time by written notice to the Sub-Contractor forthwith determine the Sub-Contractor's employment under the Sub-Contract. The Sub-Contractor's employment under the Sub-Contract shall forthwith automatically be determined if Rollalong's employment under the Contract is determined.
- (2) If in the reasonable opinion of Rollalong any determination of the Sub-Contractor's employment pursuant to Clause 49(1) is wholly or partially as a result of any act, neglect or default of the Sub-Contractor or of any of his servants or agents or is in circumstances where the Sub-Contractor is insolvent or has a receiving order made against him or has presented his petition in bankruptcy or has made an arrangement in favour of his creditors or has agreed to perform the Sub-Contract under a committee of inspection of his creditors or (being a corporation) has gone into liquidation, then without prejudice to any other rights or remedies of Rollalong, the Sub-Contractor shall be liable to Rollalong for all and any losses, damages, costs and expenses made against or incurred by Rollalong by reason of such determination.
- (3) Upon any determination of the Sub-Contractor's employment to which the provisions of Clause 49(2) apply Rollalong may take possession of all or any materials, goods, plant and/or other things whatsoever brought on to the site by or on behalf of the Sub-Contractor and may use them for the purpose of executing and completing the Sub-Contract Works.
50. (1) If any dispute or difference shall arise between Rollalong and the Sub-Contractor in connection with or arising out of the Sub-Contract, or the carrying out of the Sub-Contract Works (excluding a dispute concerning tax deduction or VAT or any failure to give effect to a decision of an adjudicator) whether arising during the progress of the Sub-Contract Works or after their completion it shall be settled in accordance with the following provisions of Clause 50 and the word "dispute shall be construed accordingly and shall for such purpose include any such difference.
- (2) Rollalong and the Sub-Contractor each has the right to refer a dispute arising under this Sub-Contract to adjudication in accordance with Clause 50. Either party may give notice in writing (the "Adjudication Notice") at any time of his intention to refer such a dispute to adjudication as aforesaid. Save as provided in the following provisions of Clause 50, the adjudication shall be conducted in accordance with the Adjudication Procedure, including its provisions as to the Adjudication Notice and the appointment of the adjudicator.
- (3) Unless the adjudicator has already been appointed he is to be appointed by a timetable with the object of securing his appointment and referral of the dispute to him within 7 days of the Adjudication Notice. If the adjudicator is unable to adjudicate on a dispute referred to him, a replacement adjudicator shall promptly be appointed in accordance with Clause 50.
- (4) The adjudicator shall reach a decision within 28 days of referral or such longer period as is agreed by the parties after the dispute has been referred. The adjudicator may extend the said period of 28 days by up to 14 days with the consent of the party by whom the dispute was referred.
- (5) The adjudicator shall act impartially. The adjudicator may take the initiative in ascertaining the facts and the law.
- (6) The decision of the adjudicator shall be binding until the dispute is finally determined by legal proceedings or by arbitration (if the Sub-Contract provides for arbitration or the parties otherwise agree to arbitration) or by agreement; and Rollalong and the Sub-Contractor shall, without prejudice to their respective rights under the Sub-Contract, comply with the decision accordingly.
- (7) The adjudicator is not liable for anything done or omitted in the discharge or purported discharge of his functions as adjudicator unless the act or omission is in bad faith and any employee or agent of the adjudicator is similarly protected from liability.
- (8) Notwithstanding any provision to the contrary which may be contained in the Sub-Contract, any instruction, order, requirement, opinion, certificate or other decision given under the Contract but, as the case may be, as revised under the Contract and which is notified and confirmed in writing by Rollalong to the Sub-Contractor is and shall remain final and conclusive under the Sub-Contract and the Sub-Contractor shall be bound accordingly.
- (9) Notwithstanding any provision to the contrary which may be contained in the Sub-Contract:
- (a) the party not making the referral to adjudication ("the responding party") shall be entitled to respond to the referral within 14 days of receiving a copy of the referral in accordance with the Adjudication Procedure or such longer period as is agreed by the parties after such receipt by the responding party, which response shall be issued to the adjudicator and at the same time copied to the referring party and shall include a copy of each document that the responding party intends to rely upon in the adjudication; and
- (b) the parties shall bear their own costs of any adjudication under the Sub-Contract and the adjudicator shall not have power to award any such costs; and
- (c) the adjudicator may on his own initiative or at the request of either party correct his decision so as to remove any clerical mistake, error or ambiguity provided that such initiative is taken or such request is made within 14 days of the notification of his decision to the parties. Any such correction shall be made and notified to the parties within 7 days from when such initiative is taken or such request is made as the case may be and, for the avoidance of any doubt, the parties shall be deemed to have agreed that any such correction forms part of the decision of the adjudicator.
- (10) All disputes referred to in Clause 50(1), other than a dispute concerning tax deduction or VAT or any failure to give effect to a decision of an adjudicator, shall subject to the following provisions of Clause 50 be finally determined by arbitration in accordance with those provisions. The party seeking arbitration shall serve on the other party a notice in writing (the "Arbitration Notice") identifying the dispute and requiring the other party to agree to the appointment of an arbitrator. The date upon which the Arbitration Notice is served shall be regarded as the date upon which the arbitral proceedings are commenced.
- (11) Save as provided in the following provisions of Clause 50, the arbitrator shall be a person appointed by agreement of the parties. Provided that if the parties fail to appoint an arbitrator within 21 days from when the Arbitration Notice is served, then subject to the provisions of Clause 50(16) the arbitrator shall be a person appointed on the application of either party by the Appointer. If the arbitrator declines the appointment or after appointment is removed by order of a competent court or is incapable of acting or dies and the parties do not within 21 days of the vacancy arising fill the vacancy then subject to the provisions of Clause 50(16) either party may apply to the Appointer to appoint another arbitrator to fill the vacancy.

## **ROLLALONG LIMITED SUB-CONTRACT ORDER (CONTINUED)**

### **ROLLALONG SUB-CONTRACT CONDITIONS (CONTINUED)**

(12) Any reference to arbitration under Clause 50 shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory re-enactment or amendment thereof for the time being in force. Save as provided in the following provisions of Clause 50, the arbitration shall be conducted in accordance with the Arbitration Procedure.

(13) Neither party shall be limited in the arbitration to evidence or argument put to any adjudicator.

(14) Each and every instruction, order, requirement, notice, opinion, decision and certificate of Rollalong given under the Sub-Contract is and shall remain final and conclusive and the Sub-Contractor shall be bound accordingly, except only any incorrect valuation by Rollalong. The arbitrator shall have full power to open up, review and revise any incorrect valuation by Rollalong.

(15) If any dispute arises in connection with the Contract (referred to in Clause 50 as a "Contract Dispute") and Rollalong is of the opinion that the Contract Dispute has a connection with the Sub-Contract Works and/or the Sub-Contract and is referred to an adjudicator or arbitrator or the Courts, as the case may be, Rollalong may by notice in writing require that the Sub-Contractor provide such statements, information and assistance and attend such meetings and hearings in connection therewith as Rollalong may request and the Sub-Contractor shall at his own cost comply with the same.

(16) Rollalong may also by notice in writing require that any dispute referred to in Clause 50(1) (referred to in Clause 50 as a "Related Sub-Contract Dispute") shall be dealt with jointly with and in like manner to such actual or potential Contract Dispute as Rollalong may specify in the said notice. In connection with any such Related Sub-Contract Dispute the Sub-Contractor shall be bound in like manner as Rollalong by any decision of an adjudicator under the Contract or any award by an arbitrator or the courts, as the case may be, in relation to such Contract Dispute.

(17) If any Contract Dispute is made the subject of proceedings in any court and Rollalong is of the opinion that such Contract Dispute has a connection with the Sub-Contract Work and/or the Sub-Contract, it may at any time by notice in writing to the Sub-Contractor abrogate any agreement in the Sub-Contract to refer disputes to arbitration and thereafter no dispute referred to in Clause 50(1) shall be referable to arbitration without the further and prior express written consent of Rollalong.

(18) In the event of any inconsistency between Clause 50 and the Adjudication Procedure or the Arbitration Procedure, Clause 50 shall prevail.

51. The Law of England is the proper Law of this Sub-Contract and this Sub-Contract shall be construed and governed accordingly.

**ROLLALONG LIMITED SUB-CONTRACT ORDER (CONTINUED)**

The terms and conditions of the Sub-Contract as defined in this Sub-Contract Order have been agreed by Rollalong and the Sub-Contractor named in this Sub-Contract Order and in witness whereof they have caused this Sub-Contract Order to be executed on the following date.

**EXECUTION AS A DEED WHERE THE SUB-CONTRACTOR IS A LIMITED COMPANY**

Executed and delivered as a **DEED** by the following **Sub-Contractor**, acting by either a director and its secretary or two directors whose signatures are here subscribed or by affixing its common seal in the presence of the following:

Name of Sub-Contractor: \*

Date of execution: \*

.....  
Signature of Director

.....  
Signature of \*Director / Company Secretary

.....  
Name of Director

.....  
Name of \* Director / Company Secretary

**EXECUTION AS A DEED WHERE THE SUB-CONTRACTOR IS A PARTNERSHIP**

Executed and delivered as a **DEED** by the following **Sub-Contractor** by the following authorised signatory of the said Sub-Contractor, in the presence of the following witness:

Name of Sub-Contractor: \*

Date of execution: \*

.....  
Signature of Authorised Signatory

.....  
Signature of Witness

.....  
Name of Authorised Signatory

.....  
Name of Witness

.....  
Address of Witness

.....  
Occupation of Witness



**ROLLALONG LIMITED SUB-CONTRACT ORDER (CONTINUED)**

**EXECUTION AS A DEED WHERE THE SUB-CONTRACTOR IS AN INDIVIDUAL PERSON**

Executed and delivered as a **DEED** by the following **Sub-Contractor** whose signature is here subscribed, in the presence of the following witness:

Name of Sub-Contractor: \*

Date of execution: \*

.....  
Signature of Sub-Contractor

.....  
Signature of Witness

.....  
Name of Witness

.....  
Address of Witness

.....  
Occupation of Witness

**EXECUTION AS A DEED BY ROLLALONG**

Executed and delivered as a **DEED** by Rollalong, acting by either a director and its secretary or two directors whose signatures are here subscribed or by affixing its common seal in the presence of the following:

Name of Contractor: Rollalong Limited

Date of execution: \*

.....  
Signature of Director

.....  
Signature of \*Director / Company Secretary

.....  
Name of Director

.....  
Name of \* Director / Company Secretary

## **ACCEPTANCE OF SUB-CONTRACT ORDER**

**Project** (brief description): \*

**Project no.** \*

TO: ROLLALONG LIMITED  
Woolsbridge Industrial Estate, Three Legged Cross, Wimborne, Dorset, BH21 6SF

I/We, the Sub-Contractor named below in this Acceptance of Sub-Contract Order, hereby agree to \* design, supply, execute and complete the “Sub-Contract Works” upon and in accordance in all respects with the terms and conditions of the “Sub-Contract” all as defined in your Sub-Contract Order Numbered \* dated \* 9 May, 2011.

**SIGNED BY OR ON BEHALF OF THE SUB-CONTRACTOR:**

Name of Sub-Contractor: \*

Address of Sub-Contractor: \*

Date: \*

.....  
Signature of Authorised Signatory

.....  
Name of Authorised Signatory

.....  
Position of Authorised Signatory