

## GENERAL TERMS TO ALL CONTRACTORS (Scotland)

TO BE READ IN CONJUNCTION WITH ALL OTHER DOCUMENTATION,  
PERTAINING TO WORKS ORDERS, LABOUR ONLY ORDERS OR  
THE LARGE PACKAGE CONTRACT AS THE USE MAY BE

Revision H. Date 01/07/13

### GENERAL TERMS

- 1 In these General Terms “the Company” means BDW Trading Limited (having a place of business in Scotland) and “the Contractor” means the individual firm company or organisation appointed or to be appointed by the Company to carry out works under the Works Order, Labour Only Order or the Large Package Contract.
- 2 All quotations in all cases must relate to the enclosed price schedules and/or prices per house type (where supplied).
- 3 Where the Company has agreed with the Contractor to operate a self-billing arrangement pursuant to Clause 9.20 of the Conditions of Contract for use in conjunction with Works Orders and/or pursuant to the Labour Only Orders, and/or clause 11.30 of the Agreement forming part of the Large Package Contract the following provisions of this clause 3 apply:
  - 3.1 As a condition precedent to the Contractor’s entitlement to payment the Contractor must notify the Company prior to commencement of the works of its VAT registration number and current business address for VAT purposes.
  - 3.2 The Contractor warrants to the Company that the Contractor will not issue VAT invoices in respect of any transactions covered by self-billing.
  - 3.3 On or before 31 January in each year the Contractor is to confirm that it accepts self-billing. In the event such confirmation is not received by the Company self-billing arrangements shall cease.
- 4 Where the Contractor is unable to carry out any work as a result of the unavailability or unsuitability of materials to be supplied to the Contractor by the Company, the Contractor shall notify the Company in writing identifying the extent of the unavailability and/or unsuitability together with the Contractor's proposals for completing the outstanding work.
- 5 Prior to commencing a new unit, the Site Manager should be consulted to ensure that any additional works or clients' extras are not required.
- 6 Completed properties should be left in a clean and tidy condition with all surplus materials moved to the next property.
- 7 Unfixed materials on site remain the Contractor’s responsibility.
- 8 N.H.B.C. Buildmark or equivalent - all properties on the development will be covered by the above scheme. It will be the Contractor’s responsibility to give the two year guarantee for items covered by the scheme or equivalent, as stated in the Conditions of Contract or otherwise.

- 9 Where specific car parking facilities are provided for the use of the Contractor or any person engaged by the Contractor suppliers or their employees or agents, this facility must be used at all times. The Company will not accept any liability whatsoever for any damage caused, loss of or from vehicles parked on unadopted areas of the site/development.
- 10 All personnel must report to site management prior to the commencement of any work and must go through the Company's safety induction procedures. Only those persons who can prove to the Site Manager that they have a CSCS card or are registered with CITB/CSCS Skills Direct and are working towards a CSCS card will be allowed on site.
- 11 Where provided by the Company the Contractor may be required to contribute such reasonable amount as the Company directs to the provision of Company lighting power water security storage and accommodation for the site. The Company may deduct such amount from any sum due to the Contractor in respect of the works.
- 12 The Contractor shall supply all labour materials tools, personal protection equipment and plant necessary for the execution of the works. The Company at its absolute discretion from time to time may permit the Contractor to use standing scaffolding ladders mechanical and non mechanical plant ("the Equipment" for any such person engaged by the Contractor in any capacity or his agent) at his own risk. No warranty or liability on the part of the Company is created or implied as to the condition suitability or fitness of the Equipment. The Contractor shall make good any damage caused to the works by the use of the Equipment and indemnify the Company against all payment cost loss damage or expense arising out of or in the course of such use.
- 13 Unless provided by the Company, the Contractor at his own expense shall provide or erect as necessary temporary workshops sheds offices or other buildings for any such persons engaged by the Contractor in any capacity or his agent at such place or places on the Site as the Company directs and pay all rates taxes assessments and other outgoings appertaining thereto and supply all necessary lighting power and security for the purposes of the works. Water for the works will be available at the nearest stand pipe but the Contractor must allow for all expenses in conveying water there from to the works.
- 14 All payments will be made by BACS (Bank Automated Clearing System) method of payment. Payments will be made on a monthly or bimonthly basis (dependent upon payment terms) directly into the Contractor's nominated bank account.

Therefore the Contractor must supply the Company with the following information: -

- a) **Bank or Building Society name**
- b) **Bank or Building Society address**
- c) **Account name(s)**
- d) **Branch sort code**
- e) **Account or building society account number**
- f) **E-mail address (for future development)**

**Payments will not be made without the above information.**

- 15 Where communication between the Contractor and the Company is to be by fax the Contractor shall provide to the Company a geographic fax number. If the Contractor fails to do so the Company shall be entitled to deduct from any payments due to the Contractor any charges that exceed the normal UK call rate for faxes incurred by the Company in sending to or receiving faxes from the Contractor.
- 16 Where communication between the Contractor and the Company is to be by electronic mail the Contractor shall provide to the Company a valid electronic email address. No communication shall be taken to have been received by the Company unless the Contractor receives a delivery receipt. The Contractor shall send electronic mail to the address specified by the Commercial / Technical Director in the divisional office.

### PRODUCT SPECIFICATION

- 17 Failure to comply with the Company's product specification will result in contra charges being levied against the Contractor for loss of income arising from the Company's inability to claim any applicable manufacturer rebates.

### HEALTH & SAFETY

- 18 Compliance with the "Barratt Developments PLC Safety Health & Environmental Code for Contractors (SHE form 09)" is mandatory and acknowledgement to comply with its requirements is required prior to commencing work.
- 19 In accordance with the Health & Safety At Work Act the Contractor is required to demonstrate its health and safety competency before commencing work on site, by either:
- 19.1 Providing written evidence of annual competency assessment by accreditation to one of the Safety Systems in Procurement (SSIP) organisations, approved by the Company or, where the Contractor employs less than five persons or, where the Contractor subcontracts works on site to any persons by;
- 19.2 Completing and returning, the "Barratt Developments PLC Occupational Safety, Health & Environmental system, Safety Questionnaire for Non Accredited Sub-Contractors (SHE Form 57 or Form 57A)" and to maintain these documents with the Company on an annual basis.
- 20 All costs arising from the competency assessment must be borne by the Contractor.

### DESIGN

- 21 In carrying out any design for the Works the Contractor shall exercise all the reasonable skill care and attention to be expected of a competent and qualified designer of the relevant discipline experienced in carrying out the design of works of a similar nature, value, complexity and timescale to the Works.
- 22 The Contractor shall be fully responsible and liable to the Company for all aspects of design and design development referred to in the contract and the selection of goods and materials and the satisfaction of any performance specifications or requirements in relation to the works including but not limited to any requirements of the NHBC or equivalent and the relevant Local Authority.



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- 23 The Contractor shall without charge to the Company provide not less than three copies of all designs, drawings, specifications, levels, setting out dimensions, particulars of materials, method statements and programmes within sufficient time for comment by the Company prior to commencement of the works or the relevant part.
- 24 If the Company comments upon any designs, drawings or other documents the Contractor at its own costs shall take into account such comments and having regard to its design obligations shall incorporate such comments into such drawings details or other documents and resubmit the same for comment to the Company. Where appropriate the Contractor shall submit such designs, drawings or other documents to any other person whose approval is required including but not limited to the Local Authority.

### **SITE SET UP AND SECURITY**

- 25 Where Works are to be carried out in advance of site set-up by the Company the Contractor shall be fully responsible for site security and provision of all his welfare facilities and such other facilities and attendances as are required for the carrying out of the works.

### **MATERIALS**

- 26 All materials for use in connection with the works shall be in accordance with the requirements of the NHBC or equivalent and of the relevant Statutory and Local Authorities.
- 27 The Contractor shall be responsible for all costs associated with the testing of materials provided by him to satisfy any Statutory and/or Local Authority requirements.
- 28 Under the Construction Product Regulation 2011 (CPR) it is mandatory for manufacturers to apply CE marking to any of their products which are covered by a harmonised European standard (hEN) or European Technical Assessment (ETA).
- 29 From 1 July 2013, all Suppliers and Contractors MUST ONLY supply and fix construction products with a CE marking if they are covered by a hEN or an ETA as part of the CPR. A list of hEN products and the date of their applicability can be accessed by selecting the following hyperlink [http://ec.europa.eu/enterprise/policies/european-standards/harmonised-standards/construction-products/index\\_en.htm](http://ec.europa.eu/enterprise/policies/european-standards/harmonised-standards/construction-products/index_en.htm)

### **WASTE MANAGEMENT**

#### **(FOR CONTRACTS EXCEEDING £100,000)**

- 30 The Contractor agrees to provide all assistance required by the Company in developing a Site Waste Management Plan ("SWMP") relevant to the Contract including but not limited to by:
- 30.1 providing accurate forecasts of the types and quantities of waste (tonnes) that it will produce in fulfilling its obligations to the Company (inclusive of packaging waste),
- 30.2 providing accurate details of the quantity of waste sent to landfill, in tonnes per £100,000 construction value;

- 30.3 identifying the wastage rate applied to each material, explaining the need for this level of wastage allowance and how it might be reduced;
  - 30.4 Identifying actions that it will take to reduce this level of waste, showing any additional costs or savings achieved by these measures;
  - 30.5 supplying materials with a higher level of recycled content where technically and commercially viable;
  - 30.6 providing information on the method of materials delivery, unloading and storage while on site, including transport to the workface;
  - 30.7 identifying how packaging waste on site will be reduced;
  - 30.8 determining and providing information on the method of waste handling from workface to removal from site; and
  - 30.9 participating in site briefings for operatives on materials handling and waste disposal.
- 31 The Contractor agrees to provide all support required by the Company to meet or exceed the Company's minimum targets for percentage recovery of construction waste as notified to the Contractor from time to time and for percentage recovery of demolition and excavation waste as notified to the Contractor from time to time during the Contract by working in full compliance with the methods detailed within the SWMP, complying with the site waste segregation strategy and including the avoidance of cross-contamination of segregation (non-mixed) skips.
- 32 The Contractor agrees to ensure that all waste generated by it is deposited in the correct skips, provided that they are clearly marked/labelled.
- 33 The Contractor agrees to ensure that no waste is burnt on site.
- 34 The Contractor agrees that where it is responsible for removing its own waste from site, it will comply with the relevant legal requirements for the transfer and disposal of that waste, including Duty of Care regulations and any additional requirements included in the SWMP.

## EQUALITY

- 35 In this clause "**the Act**" means the Equality Act 2010 and "**Third Party Harassment**" has the meaning given to it within Section 40 of the Act.
- 35.1 The Contractor will take all reasonable steps to prevent any act of Third Party Harassment from occurring by or against any person engaged by the Contractor in whatever capacity or agent.
  - 35.2 The Company reserves the right to inform the Contractor of any suspected act of Third Party Harassment and at its sole discretion require the removal of any individual suspected of any act of Third Party Harassment from its Site.
  - 35.3 The Contractor shall indemnify the Company against all costs, claims, liabilities and expenses (including legal expenses on an indemnity basis) incurred in connection



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with or as a result of any claim or demand by any employee or by any third party in connection with any employment contract (whether in contract, tort, under statute, pursuant to European law or otherwise) in respect of any claim for any act of Third Party Harassment for which the Company may be held liable under the Act as a result of any acts or omissions on the part of the Contractor or any person engaged by him, including his agents.

### **ANTI-BRIBERY AND ANTI-CORRUPTION**

- 36 The Contractor shall:
- 36.1 comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
  - 36.2 not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
  - 36.3 comply with the Company's Anti-Corruption Policy as published and updated by the Company from time to time;
  - 36.4 have and maintain throughout the term of this Contract its own anti-bribery and anti-corruption policies and procedures, including but not limited to adequate procedures to ensure compliance with the Bribery Act 2010 and the Company's Anti-Corruption Policy and will enforce where appropriate;
  - 36.5 immediately notify the Company if a public official becomes an officer or employee of the Contractor or requires a direct or indirect interest in the Contractor (and the Contractor warrants that it has no public officials as officers, employees or direct or indirect owners at the date of this Contract);
  - 36.6 ensure that all persons associated with the Contractor or other persons who are performing services or providing goods in connection with this Contract comply with this clause 36.
- 37 The Contractor warrants and represents that at the time of entering into the Contract it has not and nobody engaged by the Contractor, including its officers, agents, representatives, contractors, or other persons acting with the authority of the Contractor have done anything that would have placed it or them in breach of the obligations at clause 36 above.
- 38 If the Contractor is in breach of any obligation warranty or representation as provided in this Clause, without prejudice to any other right or remedy the Company shall be entitled:
- 38.1 (without prejudice to any other right or remedy including the right to terminate the Contract) to suspend performance of this Contract for such period as the Company may consider to be necessary in order to investigate any such breach. During any such period of suspension, the Company shall be under no obligation to perform its part of this Contract, but the Contractor will continue to be bound by all of its obligations under this Contract insofar as they are compatible with this Contract being suspended and will continue to comply with all of its duties under this Contract. The Company shall be entitled to require the Contractor to stay away from



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the Company's premises and to have no contact with any employees, officers, customers, clients, agents or suppliers of the Company; and

38.2 to terminate the Contract immediately.

- 39 The Contractor is liable for and is to indemnify the Company (to the extent permissible by law) against all payment loss damage action cost fines financial penalty or expense of whatsoever nature paid made or incurred by the Company arising out of or in connection with any breach by the Contractor of its obligations representations and or warranties under these clauses 36 to 37.

### APPRENTICES

- 40 It is the policy of the Company to encourage and promote the training of Apprentice craftsmen both directly employed by it and engaged by Contractors. Accordingly the Company may encourage those of its Contractors who have undertaken Works, and are likely (without obligation) to continue to undertake Works, regularly for the Company to use such Apprentices in the carrying out of their Contract work for the Company from time to time. The Company shall not be obliged to offer the services of its employed Apprentices and Contractors shall be under no obligation to accept the offer of their services or to retain Apprentice directly. Such Apprentices who are employees of the Company shall at all such times remain such employees, and be under the overriding control and discipline of the Company. Notwithstanding the above, as between the Company and the Contractor, the Company accepts no responsibility for defective work undertaken by Apprentices and any such defective work or damage to materials or otherwise shall be the responsibility and at the risk of the Contractor just as if it had been carried out by the Contractor or any such person engaged by it. Contractors shall not be entitled to instruct Apprentices to undertake work other than in connection with work to be undertaken by the Contractor for the Company. Any arrangement for the provision of the services of the Company's Apprentices to the Contractor shall be terminable by either party at any time without notice.
- 41 Where the Company has agreed to provide and the Contractor has agreed to accept the services of an Apprentice indentured to the Company the work shall be undertaken by the Contractor but the Company shall be entitled to deduct from payments to the Contractor the cost of the Company's employment of the relevant Apprentice at the rate(s) notified from time to time by the Company to the Contractor.

### APPLICABLE LAW AND JURISDICTION

- 42 These General Terms to all Contractors are governed by and construed in accordance with the laws of Scotland and the parties agree to submit to the exclusive jurisdiction of the Court of Session in Edinburgh.
- 43 Any reference to legislation is to that legislation as amended re-enacted or substituted from time to time.