

## Askam Standard Terms & Conditions

### Subcontract

1. Unless specifically stated otherwise the Subcontract price is fixed and free from escalation for the duration of the contract.
2. In the event of any conflict in, or divergence between, the Subcontract Documents, the Subcontract Order, or this document, then the latter shall prevail unless specifically agreed in writing by our Quantity Surveyor.

### Payments

1. Where the Subcontract period is expected to exceed 45 days the scheme for interim payments is as set out in the Subcontract order.
2. Where the Subcontract period is not expected to exceed 45 days, payment details are as per the Subcontract Order.
3. Payment applications must be made in sufficient detail to permit identification of any significant items of work.
4. No work will be valued as Daywork unless agreed by our Quantity Surveyor. The signing off Daywork, or other sheets, by the Site or Contract Manager constitutes a "Record Purposes" signature NOT an agreement that works may be valued as Dayworks.
5. We operate a VAT authenticated receipt system and therefore Applications for Payment are required and NOT VAT invoices.
6. Cheques are posted on **Fridays** only.. All applications for payment, invoices, etc **must** bear the Subcontract Order reference (e.g C??/SUBCON/??/ORD) - processing and payment could be delayed if this is not done.

### Works

1. The Subcontractor warrants that the subcontract works will be carried out diligently in accordance with the Contractors programme requirements and will be in accordance with all specifications and details and to the satisfaction of the Client, Engineer and the Contractor and indemnifies the Contractor against any costs or expenses he may incur as a result of any failure by the Subcontractor to fulfil this condition.
2. The Subcontractor will ensure that there is a competent foreman in charge to whom instructions can be given.
3. In the event that design of the works forms part of the subcontract, the subcontractor is reminded that he will be responsible for such design and for the production and distribution of relevant drawings. Guarantees will also be required.
4. The construction programme and subcontract dates may be subject to modification as the work proceeds and as contemplated by the contract.
5. Any delays that occur, or may occur, to the subcontract works **must** be notified in writing to the Main Contractor as soon as they become apparent.

### Contractor will provide the following

1. Use of shared welfare facilities. All subcontractors using the welfare facilities are responsible for keeping the facilities in a clean and tidy condition. In the event that the facilities are not maintained thus, the Main Contractor reserves the right to clean the facilities to an acceptable standard and the costs of such cleaning will be set off against the relevant subcontractors.
2. Space for storage.

### The Subcontractor will be responsible for the following

1. Provision of method statements, risk assessments and all other relevant CDM requirements.
2. Security of the plant and materials used for the subcontract works.
3. Maintaining his work area in a clean and tidy condition and for the regular removal of rubbish and waste from site.
4. Complying with all relevant safety regulations and Askam Minimum Safety Standards.

### Documents & Information to be provided by the Subcontractor within **one week** of order

The Subcontractor **must** ensure that our Accounts Department are provided with **all** necessary documentation and information regarding:

1. Tax Exemption and the like.
2. Health and Safety Policy
3. Insurance details
4. COSHH details

NOTE: NO PAYMENTS CAN BE MADE UNTIL THESE DOCUMENTS HAVE BEEN SUBMITTED



FS 61127



FS 86643



INVESTOR IN PEOPLE

Registered Office: Hampson, Lancaster, LA2 0HY

Company Reg. No: 2078551

VAT Reg. No: 448 2739 21

Directors: John D H Lowery (Managing),  
S M Marsden, P Isherwood, D Teal,  
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