

## Conditions of Contract – County Washrooms Group Limited

### 1. Definitions

In these conditions the expression

“Agreement”	shall mean this Agreement including the Annexed Documents and the expression “Contract” shall also mean this Agreement
“Annexed Documents”	shall mean the documents attached to this Agreement and Purchase Order
“Authorised Officer”	shall mean:  (a) in respect of the Client its employee or employees authorised by the Client to sign its Purchase Orders and documents and to liaise with the other Party in connection with the performance of this contract  (b) in respect of the Contractor its employee or employees authorised by the Contractor to sign its documents and to liaise with the other Party in connection with the performance of this contract
“Client”	shall mean the Client or its Authorised Officer
“Contract”	shall have the same meaning as the word “Agreement”
“Contractor”	shall mean as detailed on the attached Purchase Order
“Director”	shall mean the Director of County Washrooms Group Limited
“Employee/employees”	shall mean either Party’s authorised agents and sub-contractors
“Principal Contractor”	shall mean County Washrooms Group Limited owned by The Director
“Purchase Order”	shall mean the Principal Contractor’s official printed document calling for services against the Contract.
“Services”	shall mean as detailed on the attached Purchase Order
“Supervising Officer”	shall be the Site / Contracts Manager of County Washrooms Group Limited
“Sites”	shall mean various locations throughout the Country
“Specification”	shall mean the Specification contained in the Annexed Documents.

### 2. Agreement to Provide Services

2.1 The Contractor shall provide Services in strict accordance to the Specification. The Contractor shall not depart from any aspect of Specification unless approval to do so has been obtained in writing from an Authorised Officer of County Washrooms Group Limited.

2.2 Nothing in this Contract shall be held to restrain the Principal Contractor from obtaining Services from persons or firms other than the Contractor if in its discretion it shall think fit to do so.

### 3. Sufficiency of Tender

3.1 The Contractor is deemed to have understood the nature and extent of the Contract and have been satisfied as to the correctness and sufficiency of the rates and prices stated in the Tender and the Annexed Documents which (except as it is otherwise provided in the Contract) cover all the contractors’ obligations under the Contract.

3.2 No claim by the Contractor for additional payments shall be allowed on the grounds of any misunderstanding or misinterpretation or due to lack of knowledge of any of the terms and conditions of the contract.

3.3 The Contractor be not released from any risk accepted or obligation undertaken under the Contract on the grounds that any matter was not and could not have been foreseen that might affect the performance of the Services.

#### **4. Orders**

The Principal Contractor shall from time to time send to the contractor Official Orders. The Principal Contractor shall not be bound by any instruction or request for delivery or any variation thereof unless issued on a Purchase Order or Variation Order form duly signed by the Contracts Manager & Director.

#### **5. Contract Prices / Rates**

The Contract price / rates shall be that shown in the Annexed Documents. File including in particular the Purchase Order and shall be subject to Variation (including the annual contract price amendment) only if agreed in writing in accordance with the clause 8 (**Variation**) of this Contract.

#### **6. Payment**

6.1 The Principal Contractor shall provide stated time frames for the contractor to submit timesheets and or invoices for the work performed. Invoices or time sheets not received by the stated time will be processed and paid in the next pay period. Timesheets or invoices in question will be held in their entirety until the disputed charge is resolved. Payment for a disputed charge may be held from the contractor's total payment regardless of the specific project in dispute. CIS, Tax and NI contributions will be deducted from all payments unless documentary evidence is provided that proves that the contractor is properly registered for payment of their own CIS, tax and NI liabilities. The Inland Revenue will be notified of any and all payments made to contractors named in this agreement regardless of status.

6.2 Value Added Tax shall be as currently applicable and payable as an extra.

6.3 All monies payable to the Principal Contractor by the Contractor under any of these conditions may either be recovered by action or other legal proceedings or may be deducted or retained by the Principal Contractor out of the monies payable to the Contractor.

#### **7. Contract Term**

The Contract shall commence on the date in the Purchase Order and to continue until the date in the Purchase Order with a possible extension until the date in the Purchase Order unless such term is varied or extended by mutual consent of the Parties and agreed in writing between the Parties in accordance with Clause 8 (**Variation**) and Clause 34 (**Notices**) below.

#### **8. Variation**

Either Party may by notice in writing served upon the other Party in accordance with Clause 34, (**Notices**) request a Variation to any of the requirements of this Contract (and the term Variation shall include for any extension to the term of this Contract) on such terms and conditions as are stated in the notice, and such Variation to this Contract shall only be effective to vary this Contract provided details of the Variation are agreed by the other Party by notice and served upon the requesting Party in accordance with Clause 34, (**Notices**) and for the avoidance of doubt the expression Variation shall include for any extension to the term of this Contract and for any increase or decrease in the amount of Service required under this Contract as more particularly provided for in Clause 7 (**Contract Term**).

#### **9. Workmanship and Materials**

(a) The completed works shall be it for the purposes intended and in accordance with current Codes of Practice. Materials used shall, where applicable comply with current British Standards and shall be of the best quality consistent with the character of the works.

(b) Whilst you are entitled to appoint suitably qualified workers to carry out the contracted work on your behalf, for reasons of Health and Safety and insurance you must advise the Principal Contractor of the names and addresses of all persons you propose to bring on to the site. You must ensure that only suitably experienced and competent workers are allowed to undertake the contracts works.

(c) For Health and Safety reasons, no person under the age of 18 will be permitted on site without prior authorisation from the Principal Contractor.

(d) Failure to undertake the works in a safe manner or in strict accordance with the specification may result in the termination of your contract and the loss of all or part of any outstanding monies owed.

### **10. Assigning and Sub-Letting**

The Contractor shall not without the written consent of the Principal Contractor assign or sub-let the Contract or any part thereof.

### **11. Indemnity and Insurance**

The Contractor shall be responsible for and shall release and indemnify the Principal Contractor from and against all liability for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss damage costs and expenses which may arise in consequence of the performance of the Contract (whether on the premises of the Contractor or his sub-contractors or elsewhere) whether such injury loss damage costs or expenses be caused by negligence or otherwise.

The contractors shall provide the Principal Contractor at the time of the signing of this agreement with a Certificate of Insurance, showing the following insurance during the period of the contract and to provide evidence of such insurance when requested.

Without prejudice to his liability to indemnify the Principal Contractor as above the Contractor shall have in effect insurance which provides indemnity unlimited in amount in respect of death or injury to employees of the Contractor and not less than £5,000,000 (five million pounds) hereof in respect of any one claim or series of claims arising out of any one event in respect of liability for personal injury to or death of any person or for loss or damage to property.

### **12. Limitation of Liability**

12.1 With the exception of the conditions numbered 13 to 16 below, the following provisions set out the Contractor's entire liability (including any liability for the acts and omissions of its employees, agents and sub-contractors) to the Principal Contractor in respect of:

12.1.1 Any breach of its contractual obligations arising under this Contract; and

12.1.2 Any representation, statement, or tortuous act, or act of delict, or omission including negligence arising under or in connection with this Contract.

12.2 The Contractor's liability to the Contract for death or injury resulting from its own or that of its employees', agents' or sub-contractors' negligence shall not be limited.

12.3 The Contractor shall accept liability to the Principal Contractor in respect of any damages to the tangible property of the Principal Contractor resulting from the negligence of the Contractor or its employees agents and sub agents.

### **13. Injury to or death of persons indemnity**

The Contractor shall be liable for and shall indemnify the Principal Contractor against all actions, liabilities, claims, demands, proceedings, damages, costs, charges, losses, and expenses whatsoever arising in respect of personal injury to or death of any person whomsoever (including any employee of either party) caused by the negligent act or omission or wilful default of the Contractor its employees or permitted sub-contractors, or agents, arising out of or in the course of or caused by the carrying out of, the undertakings and obligations under this Contract except to the extent that the same is due to any act or neglect of the Principal Contractor or of any person for whom the Principal Contractor is responsible.

### **14. Damage to property indemnity**

The Contractor shall be liable, and indemnify the Principal Contractor against, any actions, liabilities, claims, demands, proceedings, damages, costs, charges, losses and expenses, in respect of loss of or damage to any property real or personal including that of the occupants of the Principal Contractor's property, visitors to the Principal Contractor's property, the Contractor or the Principal Contractor (as appropriate) their employees, servants or authorised sub-contractors, or authorised agents, arising out of the negligence of the Contractor in the course of carrying out the undertakings and obligations under this Contract.

## **15. Public liability insurance**

15.1 Without prejudice to its liability to indemnify the Principal Contractor under clauses 13 to 14, the Contractor shall insure against personal injury to or death of any person whomsoever and any loss of and damage to property arising out of or in the course of or caused by the carrying out of the undertakings and obligations under this Contract specifically including its undertakings contained in clauses 13 to 14 above and against any actions, liabilities, claims, demands, proceedings, damages, costs, charges, losses and expenses in respect thereof.

15.2 Such public liability insurance shall Provide indemnity unlimited in amount in respect of personal injury to or death of any person whomsoever including any employee or either Party caused by the negligent act or omission of the Contractor, its employees, servants, or authorised sub-contractors, or authorised agents and be in an amount not less that £5,000,000 in respect of any one claim or series of claims arising out of any one event in respect of bodily injury to or the death of any person;

(a) Provide indemnity in an amount not less than £5,000,000 in respect of any one claim or series of claims arising out of any one event in respect of damage to property of any person including the property of the Contractor or the Principal Contractor their employees servants or authorised sub-contractors or authorised agents (as appropriate);

(b) Be affected with an authorised Insurer approved by the Principal Contractor. Such approval shall not be unreasonably withheld, and the terms shall include a provision whereby in the event of any claim in respect of which the Contractor would be entitled to receive indemnity under the policy if the same claim is brought or made against the Principal Contractor, the Insurer will indemnify the Principal Contractor against such claims and any costs, charges and expenses in respect thereof.

## **16. Professional negligence insurance**

The Contractor shall have professional negligence insurance cover for all its employees, servants, agents, and authorised sub-contractors and agents engaged in the provision of the Services under this Contract in an amount not less than £250,000

## **17. Proof of insurance cover**

17.1 The Contractor shall supply to the Principal Contractor's Head Office as soon as reasonably practicable certificates of the current Schedule of insurance cover, cover notes premium receipts, and renewable premium receipts and any other document necessary to comply with the insurance clauses set out in Clauses 12 to 16.

17.2 If the Contractor shall fail upon request to produce to the Principal Contractor satisfactory evidence that these is in force the insurance referred to in this Clause, or any other insurance which the Contractor may be required to effect under the terms of this Contract then the Principal Contractor may effect and keep in force any such insurance and pay such premiums as may be necessary for the purpose and recover the amount so paid from the Contractor by deducting it from any sum then, or which at any time thereafter becomes, due to the Contractor under this Contract any other contract between the Contractor and the Principal Contractor.

## **18. Performance Indicators**

The Contractor may be required to prepare and submit performance indicator data to the Principal Contractor at specified intervals. The information will need to be provided in the Principal Contractor's own format, and guidance will be given on the detailed performance data required. No additional payment will be made for this work.

## **19. Best Value**

The Contractor is expected to participate in Best Value Reviews of specific service areas and to supply information on for example systems processes costs and performance to relevant review teams. The information asked for will occasionally be confidential or sensitive. No additional payment will be made for this work.

## **20. Determination of Contract**

20.1 Either Party may by notice of a Force Majeure Termination Notice in writing to the other Party in accordance with Clause 34 (**Notices**) determine the Contract upon an Event of Force Majeure occurring as more particularly detailed in Clause 23 (**Force Majeure**).

20.2 If the Contractor shall fail at any time to execute with due diligence and expedition any or part of the Services requisite and necessary for ensuring the proper performance of the Contract which in the Principal Contractor's sole opinion constitutes a serious breach of this Contract the Principal Contractor may at any time after the same shall have come to its knowledge give fourteen days advance notice in writing served upon the Contractor in accordance with Clause 34 (**Notices**) below to rescind this Contract thereupon and without prejudice to any rights claim duties or obligations which have accrued or become due or arisen at the date of determination the Contract shall forthwith be determined and be of no effect.

20.3 During the period of 12 months preceding the end of the Term or immediately after the Authority of the Provider has given notice to terminate the whole or part of the agreement the Provider:

20.3.1 Shall as soon as reasonably practicable, at the request of the Principal Contractor, fully and accurately disclose to the Principal Contractor the TUPE information in respect of the Assigned Employees which the Principal Contractor and/or Prospective Tenderer and/or a New Provider may reasonably require and permit the Principal Contractor to use the TUPE information supplied (subject to the Principal Contractor complying with its obligations under the Data Protection Act and appropriate obligations of confidentiality) to inform any Prospective Tenderer and/or New Provider about the Assigned Employees. If during the period between supplying the TUPE Information and the Relevant Transfer there is any material change in the TUPE Information supplied or new information is discovered, the Provider shall, as soon as reasonably practicable, disclose to the Principal Contractor the updated information.

20.3.2 Use all reasonable endeavours to co-operate with any other reasonable request made by the Principal Contractor concerning the TUPE Information requested.

20.3.3 Shall not, without the prior written agreement of the Principal Contractor (such agreement not to be unreasonably withheld or delayed), materially alter or change any of the terms and conditions of employment of an Assigned Employee or replace any Assigned Employee or deploy any employee other than an Assigned Employee to perform the Services or remove from the provision of the Services any Assigned Employee or materially increase the number of persons performing the Service.

20.3.4 Upon the Termination Date the Provider shall upon request by the Principal Contractor ensure that all documents or computer records in its possession, custody or control, which contain personal information, including any documents in the possession, custody or control of a Sub-Contractor, are either delivered up to the Principal Contractor or destroyed as directed.

## **21. Corruption**

The Principal Contractor shall be entitled to cancel this Agreement, and to recover from The Contractor the amount of any loss resulting from such cancellation, if the Contractor or any person employed by it, or acting on its behalf (whether with or without knowledge of the Contractor), shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward, or any other acts or action in relation to any contract with the Principal Contractor, or if the Contractor, or any person employed by it or acting on its behalf,

Shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or any amendment of them, or shall have given any fee or reward the receipt of which is an offence under sub-section 2 of Section 117 of the Local Government Act 1972 or any subsequent similar legislation to the like effect.

## **22. Bankruptcy and Insolvency**

If The Contractor or any of its authorised sub-contractors or authorised agents makes a proposal for a voluntary arrangement for a composition of debts or scheme of arrangement or moratorium to be approved in accordance with the Companies Act 1985 the Insolvency Act 1986 the Insolvency Act 2000 or when in force Part 10 of the Enterprise Act 2002 ("The Insolvency Legislation") as the case may be or any amendment or re-enactment thereof or has a provisional liquidator or liquidator appointed or a winding up order made or passes a resolution for voluntary winding up (except for the purposes of amalgamation or reconstruction) or has a receiver or liquidator or an administrator or administrative receiver appointed upon The Contractor assigning or sub letting or sub contracting The Contract without the written consent of the Principal Contractor then and in any of the said circumstances the Principal Contractor may at any time after the same shall have come to its knowledge give 14 days advance notice in writing to rescind this The Contract and thereupon and without prejudice to any rights claims

duties or obligation which shall have accrued become due or arisen at the date of determination The Contract shall forthwith be determined and be of no effect.

### **23. Force Majeure**

23.1 Neither Party shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including, but not limited to any act of God, flood, lightning or fire, national emergency, war, or military action, prohibitive government regulation, act or omission of government, strikes (of its own or other employees) insurrection or riots, embargoes, container shortages, wrecks, or delay in transportation, inability to obtain supplies and raw materials requirements, or regulations of any civil or military authority (an "Event of Force Majeure").

23.2 Each of the Parties agrees to give written notice forthwith to the other upon becoming aware of an Event of Force Majeure, such notice to contain details of the circumstances giving rise to the Event of Force Majeure.

23.3 If a default due to an Event of Force Majeure shall continue for more than seven days, then either Party shall be entitled to terminate this contract by service of a Force Majeure Termination Notice upon the other Party in accordance with Clause 34 (**Notices**). Neither Party shall have any liability to the other in respect of the termination of this Contract as a result of an Event of Force Majeure except that any monies due from the Principal Contractor to the Contractor in respect of performance of the Services proportionate up to the date of the Event of Force Majeure, shall be paid no later than expiry of 30 days from the date of the Contractor's invoice **provided** either Party has taken, as soon as reasonably practicable, such reasonable steps as necessary to avoid, minimise, or overcome wholly the effect of any Event of Force Majeure.

### **24. Intellectual Property Rights and Copyright**

24.1 Intellectual property rights and copyright in the Annexed Documents and any other documents supplied by the Principal Contractor and all other data or documentation created or processed in connection with this Contract shall belong to, and remain with the Principal Contractor. The Contractor expressly assigns the intellectual property rights and copyright in any data and/or documentation created by it to the Principal Contractor.

24.2 The Contractor shall indemnify the Principal Contractor against any loss, liability, claims and expenses that may be incurred by the Contractor in respect of any claim or allegation that exercise or performance by the Contractor of its rights and obligations under this Contract infringe the copyright, intellectual property rights or other rights of any third party.

### **25. Confidentiality**

25.1 Each of the Parties hereto undertakes to the other to keep confidential all information (written or oral) concerning the business and affairs, data, products, services and premises of the other, that it shall have obtained or received as a results of the discussions leading up to, or the entering into, of this Contract, and throughout the duration of this Contract, and following termination of this Contract, not to use or disclose the same to any third party, directly or indirectly, other than for the purposes of this Contract, save that which is:

1. Already in its possession, other than as a result of a breach of this Clause; or
2. In the public domain, other than as a result of a breach of this Clause.

25.2 Each of the Parties undertakes to the other to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of this Clause by its employees, agents and sub-contractors, in the case of the Contractor, and Officers, Members, agents and sub-contractors, in the case of the Principal Contractor.

25.3 In fulfilling its undertaking, each Party shall use no less than the same care as is, or ought to be, used in keeping confidential its own proprietary information, and the Contractor shall ensure that any of its employees, servants, agents, authorised sub-contractors involved in providing the Services under this Contract is bound by an undertaking substantially in the same terms.

## **26. Advertising**

The Contractor shall not without written consent of the Principal Contractor (which shall not unreasonably be withheld) announce or publicise that it supplies the Services to the Principal Contractor.

## **27. Health and Safety at Work**

27.1 The Contractor shall in the performance of the Services under this Contract ensure that it complies at all times with the Health and Safety at Work Act 1974 and with any Act of Parliament statutory instrument or order or any other regulation or bye-law of similar effect from time to time in force which are or may become applicable during the term this Contract is in force including acknowledgement by the Contractor that he has seen a copy of the Principal Contractor's Health and Safety Policy a copy of which can be obtained from the Principal Contractor's Health and Safety Officer.

27.2 Details of the Contractor's Health and Safety Policy relevant to the performance of the Services under this Contract must be provided to the Principal Contractor's Health and Safety Officer to ensure that it provides adequate satisfactory systems for managing health and safety and any such reasonable requirement shall be at additional cost to the Contractor. The Principal Contractor has monitored arrangements in place to ensure that the Contractor is properly addressing health and safety matters.

## **28. Rights of Third Parties Act**

Nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **29. Arbitration**

29.1 All disputes or differences which shall at any time arise between the Parties touching or concerning this Contract or its construction or effect or the effects duties or liabilities or the parties under or by virtue of it or otherwise or any other matter in any way connected with or arising out of the subject matter of this Contract shall be resolved between the Parties in this first instance failing which the provisions of paragraph 29.2 and 29.3 below shall apply.

29.2 Referred to a single arbitrator to be agreed between the parties or in default of agreement to be nominated by the President for the time being of the Chartered Institute of Arbitrators in accordance with the Arbitration Act of 1998 or any statutory modification or re-enactment of it for the time being in force. The decision of the Arbitrator shall be final and binding upon the parties.

29.3 The cost of arbitration shall be borne by the unsuccessful Party except where it shall be determined otherwise.

29.4 The Contractor and the Principal Contractor shall carry out the terms and conditions of this Contract in full pending any discussion or outcome of an arbitration as if there is no dispute between the parties unless agreed otherwise by the Parties' Authorised Officers in writing.

## **30. Inconsistencies**

Any inconsistencies in or between and the Agreement these Conditions of Contract and the Annexed Documents forming part of this Contract shall be corrected by written agreement between the Parties and any omission or other charges shall be processed by the Parties as a variation under Clause 8 (**Variation**). Failure to agree a solution to any inconsistency between the Parties shall invoke the requirement of Clause 29 (**Arbitration**) of this Contract.

## **31. Assigning and sub-letting**

The Contractor is prohibited from assigning or sub-letting or otherwise transferring this Contract or any benefit or obligation under this Contract to any third party, including any business or company associated with the contractor without the express written consent, in advance, of the Principal Contractor (such consent not to be unreasonably withheld)

## **32. Value Added Tax**

Save insofar as otherwise expressly provided, all amounts stated in this Contract are expressed exclusive of value added tax and any value added tax arising in respect of any supply made hereunder shall, on the issue of a valid tax invoice in respect of the same, be paid to the Party making such supply by the Party to whom it is made in addition to any other consideration payable therefore.

### **33. Retention**

Retention may be deducted from any payments to the contractor against work carried out. This will be up to a maximum of 10% of the sub-contract price and may be retained for up to 12 months. All defects that are discovered during the retention period will be rectified at the Principal Contractor's discretion and the Principal Contractor reserves the right to deduct any costs incurred from any retention money owing.

### **34. Clean-Up and Care of Materials**

Our clients are important to us and therefore we have set out this document to detail the responsibilities with regards site cleaning.

A dirty messy site gives our clients the wrong impression and we will not tolerate it. It takes a lot of time and money to win clients and the experience a client has throughout their project will often influence recommendations and future work. Therefore,

#### **CLEAN-UP**

All sub-contractors agree to clean up all debris, rubbish, and refuse generated by his own trade at the end of each day and deposit into the bin or skip provided by CW, and shall clean all walls, floors and other finished surfaces soiled as a result of his trade into the bin or skip provided by CW.

The sub-contractor further agrees to deposit into the bin or haul away all boxes, crates, or containers that may have been used to bring materials or fixtures to the job site.

The sub-contractor agrees to leave the job broom clean for the next trade.

In the event the sub-contractor fails to comply with the above after receiving the proper notice of the problem and the opportunity to correct it. CW may back charge the sub-contractor for the cost of the debris removal and clean up.

The sub-contractor should report to CW if the job has not been cleaned within acceptable practices by the prior subcontractor.

#### **CARE OF MATERIALS**

The sub-contractor agrees to be diligent in the proper care of materials supplied by CW.

All usable materials are to be stored in an orderly way that protects them from wind, moisture and provides general site safety.

All non-usable materials are to be culled and properly disposed of in bin or skip provided.

CW may at its discretion hold sub-contractor accountable for the value of materials damaged by negligent sub-contractor care.

CW may back charge the sub-contractor for the cost of materials, deemed by CW to be damaged by negligent sub-contractor care.

The sub-contractor promptly shall notify CW of any defects in any materials supplied by CW.

Should you NOT agree to this then please inform us prior to commencing work on site.

### **35. Data Protection**

The Parties must at all times during and after the term of this Agreement observe and comply with all the provisions of the Data Protection Act 1998 and all legislation and Regulations of like effect ("the Data Protection legislation") and the Contractor must satisfy reasonable claims founded on any breach of the Data Protection which arise out of, or in consequence of, the Services performed under this Contract, whether such claims are made by the Principal Contractor or any third party against the Principal Contractor or against the Contractor.



**36. Notices**

36.1 Any notice to be given by either Party shall be deemed to have been sufficiently given or served if the same is sent by ordinary Recorded Delivery, or receipted courier delivery to the following addresses as appropriate

36.2 In the case of the Contractor to its Registered Office or principal place of business or such other Registered Office or principal place of business as previously notified to the Principal Contractor.

36.3 In the case of the Principal Contractor to its

County Washrooms Group Limited  
Elizabeth House, 28 Baddow Road, Chelmsford, Essex, CM2 0DG

Or other such principal place of business as previously notified to the Contractor's Authorised Representative.

36.4 Delivery of any such Notice shall be the date of posting of a letter or date of personal delivery whichever as appropriate.

**37. Electronic Communication**

The parties shall at all times comply with relevant English and European legislation governing the use of any electronic communications (including emails) used or proposed to be used between the Parties during the term of this Agreement in connection with performance of the Services.

**38. Headings**

Headings to clauses in this Contract are for the purpose of information and identification only and shall not be construed as forming part of the Contract.

**39. Legal Construction**

The Contractor shall in all respects operate in conformity with English Law and all payments all be made in Sterling.

No condition or reservation printed in any letter or other communication from the Contractor shall be incorporated in the Contract unless agreed in writing by the Principal Contractor as a formal Variation in accordance with Clause 8 (Variation) of this Contract.

**40. General**

(a) All sub contract Orders are for the undertaking of specific work on particular sites only and will terminate on completion of the work specified. There is no ongoing obligation on either party to provide or undertake work of any kind beyond the completion of work specified.

(b) Both parties consider and intend this business relationship to be one of "self employment" and not one of "Master and Servant" and consider the named contractor to be in business on the contractor's own account.

Signed	
Name	
On Behalf of (Company Name)	
Date	