

## 1. DEFINITIONS

In these terms "You" means the person or business identified in our order who is to supply subcontract services and equipment to us; "We/Us", means GAP Group Limited a company incorporated in England and Wales under company number 00198823 whose registered office is at GAP Group, Blenheim Place, Dunston Industrial Estate, Gateshead, Tyne and Wear, NE11 9HF; "Order", means the written order that we give to you for the provision by you of subcontract services and equipment; "Contract", means the contract for you to supply services and equipment to us, and that contract shall consist of these terms and our Order; "Services", means the subcontract services/works that you are to provide to us under the contract; "Equipment" means the hired items referred to in the Order that you are to provide to us..

## 2. TERMS OF CUSTOMER CONTRACT

These terms apply to the contract to the exclusion of any other terms. The main contracts between us and our customers, to which these terms form part of a sub-contract, are available for inspection on request and the provisions of our customer contracts (so far as applicable) shall apply to the contract and the Services and the Equipment supplied by you; if there is any conflict between the provisions of that customer contract and these terms, these terms shall prevail.

## 3. SUB-CONTRACT SERVICES AND EQUIPMENT

You will provide the Services and Equipment in accordance these terms and in accordance with the requirements set out in the Order. In providing the Services you will ensure compliance at all times with all applicable laws, regulations and codes of practice. You will provide the Services and Equipment to the complete satisfaction of both us and our customers.

## 4. SCHEDULE

You will provide and carry out the Services and provide the Equipment in accordance with the schedule set out in the Order we send to you. You will ensure that the Equipment is in place at whichever of our customers' sites we specify at the time and dates set in in the Order and delivered and placed as instructed by us or our customer. If you fail to do this you will have to compensate us for any loss we suffer and we may terminate the contract we have with you. You will notify us immediately if at any time you foresee any difficulty in complying with the schedule or any part of it.

## 5. EQUIPMENT

You will ensure that the Equipment supplied is accompanied by all relevant test documentation, certification and warning signs. You will provide all tools and plant that are required to provide and carry out the Services and provide the Equipment and you will ensure that all such tools and plant are maintained in good order.

## 6. LABOUR

You will supply all labour that is required to install the Equipment on our customer' sites. You warrant that all personnel you supply will be competent and have the skills required to carry out the tasks assigned to them, that you will be responsible for all matters relating to their employment/engagement, including, but not limited to, all necessary insurance and all health and safety matters. You will provide evidence of compliance with those matters and you will indemnify us against all claims and liabilities in respect of all such persons.

## 7. DEFECTS

You will promptly and without further charge rectify any defects in the Equipment you have supplied and provide replacements if repair or rectification is not possible as soon as reasonably practical. You will meet any liability we incur to our customers or losses our customers have incurred as a result of defect in Equipment you have supplied which was not caused by our customers' misuse or mishandling of the Equipment.

## 8. PRICE

The price for the Services stated in the Order is an inclusive price and will include everything else that is needed for the full and proper performance and carrying out of the Services and provision of the Equipment including delivery but exclusive of value added tax.

## 9. PAYMENT

Payment of the price will be due against your valid application for payment or invoice not later than 60 days after completion of the Services always subject to us having received payment from the relevant customer. If our Customer to whom you provided the Services or Equipment refuses to pay us for any of the Services or Equipment provided by you, claims money back from us in respect of any of the Services or Equipment, requires that any or all of Services or Equipment undertaken by you be performed again, You undertake to indemnify us for any and all costs associated with such action by the Customer. Your application for payment or invoice must quote our subcontract order number.

## 10. INSURANCE

You must have in place all insurances with such level of cover as would be appropriate for a responsible business carrying out the Services and providing the Equipment you must provide us with if requested to do so written confirmation from your insurers or brokers of the insurances and level of cover you have for public & product liability, employers liability and contractors all risks insurance together with details of the renewal date and confirmation that premiums have been paid up to date.

## 11. LIABILITY

Nothing in the Agreement shall exclude or restrict either Party's liability for fraud, death or personal injury resulting from the negligence of a Party or its employees while acting in the course of their employment, any other liability that cannot be limited or excluded by law. You will indemnify and keep us indemnified on demand and hold us harmless from and against all losses suffered or incurred by us arising out of or in connection with any act or omission by you that is in breach of these terms, the Order, or any third party claim relating to the provision of the Services or Equipment to the extent that any such claim relates to any act, neglect or default by you.

## 12. FORCE MAJEURE

Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that party.

## 13. RELATIONSHIP

The parties are independent businesses and not partners, principal and agent, or employer and employee, or in any relationship of trust, or in any other relationship other than the contractual relationship set out in these terms.

## 14. VARIATIONS

We may at any time make variations to the Services or Equipment you are required to provide and those variations shall vary the contract accordingly. Those variations may lead to changes in the price, the programme and other details and any such changes that are agreed shall also vary the contract but only if and to the extent that they are so agreed and recorded in writing.

## 15. TERMINATION

We can terminate the contract immediately by giving you notice to that effect if at any time you are in breach of any of the terms of the contract; a receiver, administrative receiver, administrator or liquidator is appointed in relation to you or if you cease to trade or if you undergo any bankruptcy or insolvency event or proceedings; or you fail to carry out the Services or provide the Equipment diligently; or you fail to carry out or complete the Services or provide the Equipment in accordance with the schedule; or you fail to withdraw, immediately at our request, any person or person engaged by you in the carrying out of the Services whose presence may contravene the terms of our customer contract or in respect of whom we have given you notice requiring their withdrawal. If the contract is terminated for any reason you will be entitled to be paid the price for the Services and Equipment provided less the sums we have to expend, including with other contractors, in order to have the Services and supply of Equipment properly and fully carried out and completed.

## 16. ASSIGNMENT AND SUB-CONTRACTING

You must perform the contract yourself and may not assign the benefit nor subcontract the performance of all or any part of the contract without our prior written consent.

## 17. COMPLIANCE WITH OUR POLICIES

You must comply fully with our general Policies set out in our suppliers pack.

## 18. CONFIDENTIAL INFORMATION

In the event of either party making available to the other confidential information, the receiving party shall maintain the confidentiality of such information, and shall not disclose it to any third party unless required to make such a disclosure by operation of law.

## 19. LAW AND JURISDICTION

These terms and all contracts between us will be governed by the laws of England and subject to the exclusive jurisdiction of the courts in England.