

JLA SUBCONTRACTOR TERMS

These Sub-Contract Terms and Conditions together with the Purchase Order and any other terms communicated by the Contractor to the Sub-Contractor in writing in respect of the Sub-Contract Works, including the Sub-Contract Documents form the Sub-Contract Agreement between the Contractor and the Sub-Contractor (the "Agreement")

1. DEFINITIONS

Affiliate means any entity that directly or indirectly controls, is controlled by, or is under common control with, another entity.

Commencement Date means the date specified in the Purchase Order or the date the Sub-Contractor commences the Sub-Contract works whichever is earlier.

Completion Date means the date for completion of the Sub-Contract Works as set out in the Purchase Order or confirmed in writing by the Contractor to the Sub-Contractor.

Confidential Information means any secret or confidential commercial, financial, marketing, technical or other information of the Contractor.

Contractor means JLA Limited, a company incorporated in England and Wales under number 01094178 whose registered office is at Meadowcroft Lane, Halifax Road, Ripponden, West Yorkshire, HX6 4AJ or any of its Affiliates, as set out in the Purchase Order or the Agreement.

Customer means the recipient of the Contractor's services under the Main Contract.

Force Majeure means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Agreement and, for the avoidance of doubt, industrial action of the employees or other staff of the Sub-Contractor is not such an event.

Main Contract means the contract entered into between the Contractor and the Customer and incorporating further terms and conditions by reference.

Modern Slavery Policy means the Contractor's anti-slavery and human trafficking policy in force and notified to the Sub-Contractor from time to time or as accessible on the Contractor's website.

Pay Less Notice means a notice from the Contractor to the Sub-Contractor stating its intention to pay less than the sum notified in the Payment Notice, or if none was issued in the Compliant Application for Payment.

Price means the price set out in the Purchase Order.

Pricing Document means the document attached to, or the part of, the Purchase Order setting out the Price.

Principal Contractor means the principal contractor appointed by the Customer and confirmed in writing by the Contractor to the Sub-Contractor.

Purchase Order means the purchase order attached to and forming part of the Agreement or the purchase order which incorporates these Terms and Conditions by reference.

Retention has the meaning given to it in clause 16.1.

Site means the location where the Sub-Contract Works will be carried out as set out in the Purchase Order or as otherwise notified to the Sub-Contractor by the Contractor.

Statutory Requirements means any statute, statutory instrument, regulation, rule, permission or order made under any statute or directive having the force of law which affects the Sub-Contract Works or performance of any obligations under the Agreement and any regulation or bye-law or permission of any local authority or statutory undertaker which has any jurisdiction with regard to the Sub-Contract Works.

Sub-Contractor means the individual or entity to which the Contractor has sub-contracted the Sub-Contract Works, as stated in the Purchase Order.

Sub-Contractor Personnel means the Sub-Contractor and any employees, servants, agents, sub-contractors or third parties engaged by the Sub-Contractor.

Sub-Contract Documents means the Agreement, Purchase Order and any other documents expressly referred to in the Purchase Order or attached to the Purchase Order.

Sub-Contract Works means that part of the Works to be sub-contracted by the Contractor to the Sub-Contractor, and to be performed by the Sub-Contractor pursuant to the terms and conditions of the Agreement, as set out in the Purchase Order or communicated by the Contractor to the Sub-Contractor in writing.

Term means the term of the Agreement as set out in the Purchase Order or elsewhere in the Contract Documents.

Variation has the meaning given in clause 7.1.

Works means the work to be provided by the Contractor to the Customer pursuant to the Main Contract.

Interpretation

1.1 A reference to a statute, statutory legislation or other subordinate legislation ("Legislation") is to such Legislation as amended and in force from time to time, including any legislation which re-enacts or consolidates it, with or without modification, and including corresponding Legislation in any other relevant part of the United Kingdom.

1.2 Each of the Contractor and Sub-Contractor is a party and together the Contractor and Sub-Contractor are the parties.

2. OBLIGATIONS AND WARRANTIES

2.1 Each party represents and warrants that it has the right, power and authority to enter into the Agreement and grant to the other party the rights (if any) contemplated in the Agreement.

2.2 The Sub-Contractor shall carry out and complete the Sub-Contract Works in accordance with the Agreement and any Statutory Requirements, in consideration for which the Contractor shall pay the Price to the Sub-Contractor in accordance with the Agreement.

2.3 The Sub-Contractor shall:

2.3.1 provide all labour and plant required to carry out and complete the Sub-Contract Works including but not limited to all tools, plant and equipment, unless otherwise expressly stated in the Purchase Order or agreed between the parties in writing.

2.3.2 upon the Contractor's request, cease to employ in relation to the Sub-Contract Works any person(s) to whom the Contractor may reasonably object. The Sub-Contractor shall replace such person(s) immediately with others acceptable to the Contractor.

2.3.3 comply with all Statutory Requirements and must comply with and give all notices, pay all taxes, duties and fees, obtain all licenses, permits and approvals, as required by any Statutory Requirements and the Sub-Contractor shall indemnify and hold

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harmless the Contractor against and from the consequences of any failure to do so.

2.3.4 protect the Sub-Contract Works (and maintain and alter such protection) at its own expense and to the satisfaction of the Contractor until handover of the Sub-Contract Works has been transferred to the Contractor. The Sub-Contractor shall be responsible for the cost of replacement and repair of the Sub-Contract Works and materials and goods on Site that are lost or damaged prior to handing over the Sub-Contract Works; and

2.3.5 perform any testing or commissioning required to ensure that the Sub-Contract Works are handed over to the Contractor in a satisfactory condition.

2.4 The Sub-Contractor shall exercise all reasonable skill care and diligence in designing any part of the Sub-Contract Works for which he is responsible as may be expected of a qualified and competent designer of the relevant discipline experienced in the provision of such services in respect of works of a similar size, scope, nature, and complexity to the Sub-Contract Works. The Sub-Contractor shall procure the right for the Contractor and the Customer to use any rights in any such designs.

2.5 The Sub-Contractor warrants that all goods and materials supplied shall be of the standard specified in the Purchase Order or otherwise by the Contractor in writing and shall be new, of good quality and fit for their intended purpose.

2.6 The Sub-Contractor acknowledges that it has had reasonable opportunity to inspect the terms of the Main Contract except for the prices included therein. The Sub-Contractor is deemed to have full knowledge of, and (so far as they can be applied to the Sub-Contract Works), accepts and agrees to observe perform and comply with the terms of the Main Contract.

2.7 The Sub-Contractor shall comply with any requirement in the Main Contract in relation to the submission of any documents and samples relating to the Sub-Contract Works which require approval and shall revise and return any documents and samples as may be required in accordance with the procedures set out in the Main Contract as if the Sub-Contractor were the Contractor and the Contractor was the Customer under the Main Contract.

3. THE SITE

3.1 The Sub-Contractor agrees and acknowledges that it is not entitled to continued, unrestricted access to the Site or exclusive possession of the Site and may be required to work in the same areas as others (whether employed by the Contractor or any other person) and to carry out the Sub-Contract Works in a manner that is not in accordance with any planned sequence for the Sub-Contract Works, and to share any facilities or attendances made available by the Contractor with them and shall not be entitled to extra payment or time as a result.

3.2 The Sub-Contractor acknowledges that it has had sufficient opportunity to investigate the Site and the documents comprising the Agreement to appreciate fully the risks involved in executing the Sub-Contract Works. The Sub-Contractor accepts the sole responsibility for all increased costs, loss and/or expense arising out of the physical condition of the Site and its surroundings.

4. PROGRAMME AND DELAY

4.1 Any programme provided by the Contractor to the Sub-Contractor is indicative only and is subject to amendment as the Sub-Contract Works progress. The Contractor may instruct the Sub-Contractor to stop or not to start the Sub-Contract Works or any part thereof and the Contractor may later instruct the Sub-Contractor to resume or start the Sub-Contract Works or any part hereof. The Sub-Contractor shall not be entitled to make any claim against the Sub-Contractor in respect of any such instruction.

5. HEALTH AND SAFETY

5.1 Without prejudice to the generality of the terms of the Agreement, the Sub-Contractor shall comply, and shall ensure that the Sub-Contractor Personnel comply, with all applicable laws in relation to Health and Safety in the carrying out of the Sub-Contract Works and shall indemnify and hold harmless the Contractor against and from the consequences of any failure to do so. In particular, the Sub-Contractor undertakes to carry out and fulfil in all respects the duties of a contractor under and in accordance with the Construction (Design and Management) Regulations 2007 and the related Approved Code of Practice issued by the Health & Safety Commission (the "CDM Regulations"). The Sub-Contractor shall comply and shall procure that the Sub-Contractor Personnel comply, at no cost to the Customer or the Contractor with all the reasonable requirements of the Principal Contractor in connection with the CDM Regulations and no extension of time or additional payments shall be given in respect of such compliance.

6. INSURANCE AND INDEMNITY

6.1 The Sub-Contractor shall put in place and maintain at its own cost the following insurance policies: 7.1.1 Employer's Liability cover with an indemnity limit of not less than £10 million; 7.1.2 Product and Public Liability cover with an indemnity limit of not less than £10 million; and 7.1.3 Professional Indemnity cover with an indemnity limit of not less than £3 million, and the Sub-Contractor shall produce documentary evidence of such to the Contractor on request.

6.2 If the Sub-Contractor at any time fails to comply with the requirements of the above clause 6.1, the Sub-Contractor shall promptly notify the Contractor and the Contractor may effect such insurance on behalf of the Sub-Contractor and the amount of any premium paid by the Contractor may be deducted from any sum due under the Agreement or recovered as a debt from the Sub-Contractor.

6.3 The Sub-Contractor shall indemnify the Contractor on demand and keep it indemnified at all times against any liability, claims, causes of action loss, damage, costs (including legal costs on an indemnity basis) and expenses of whatsoever nature incurred or suffered by the Contractor arising from or in connection with:

6.3.1 any personal injury or death of any person arising out of or in the course of or caused by the carrying out of the Sub-Contract Works;

6.3.2 loss, injury or damage to any property real or personal arising out of or in the course of or caused by the carrying out of the Sub-Contract Works;

6.3.3 the Sub-Contractor's or the Sub-Contractor Personnel's performance of or breach of the Sub-Contractor's obligations or warranties under this Sub-Contract;

6.3.4 any breach, act, omission, default or neglect of the Sub-

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Contractor which involves the Contractor in any liability under the Main Contract;

7. VARIATIONS

7.1 "Variation" means the alteration or variation of the design (if any), quality or quantity of the Sub-Contract Works at the direction of the Contractor.

7.2 Where an Agreement includes rates and prices:

Where a Variation is required for additional or substituted work which is of similar character, the rates and prices so set out shall determine any change to the Price, which shall include a fair allowance for any differences in conditions and/or quantities as applicable.

7.2.1 Where a Variation is required for additional or substituted work which is not of a similar character to work set out in the Agreement, the work shall be valued at fair rates and prices.

7.2.2 Where the execution of additional or substituted work cannot be valued in accordance with clause 0 to clause 7.2.1 (inclusive) the Contractor and Sub-Contractor shall agree in good faith a change to the Price taking into account the industry standard rate for carrying out the works in question.

7.3 Where additional or substituted work is carried out and an Agreement does not contain quantities, rates and prices, the work shall be valued at fair rates and prices and payment shall be conditional upon the Sub-Contractor producing to the Contractor such substantiation as may be necessary to evidence actual costs incurred.

8. CLEANING AND RUBBISH

8.1 The Sub-Contractor shall regularly clear away to a designated location, all rubbish, scrap, and excess material resulting from his carrying out of the Sub-Contract Works and shall keep access to the Main Contract works clear at all times. Upon completion of the Sub-Contract Works or any part of them, the Sub-Contractor shall, and shall ensure all Sub-Contractor Personnel, properly clean and leave the Sub-Contract Works and all areas made available to them, clean, tidy and in a state ready for their intended use, all to the satisfaction of the Contractor. If the Sub-Contractor fails to carry out its obligations under this clause 8, the Contractor may, without notice, undertake the work on behalf of the Sub-Contractor and deduct the cost from any sum due to the Sub-Contractor under the Agreement or recover the same as a debt.

9. ENVIRONMENTAL LIABILITY

9.1 In the event that the Sub-Contractor causes or contributes to an incident which causes damage to the environment, the Sub-Contractor shall indemnify the Contractor against all liability, damages, claims, causes of actions, costs, loss and expense incurred by the Contractor under Environmental Damage (Prevention and Remediation) Regulations 2009 or any other legislation relating to damage to the environment.

10. INSTRUCTIONS

10.1 The Contractor may issue instructions to the Sub-Contractor, which the Sub-Contractor must forthwith carry out. Except as provided in clause 13 the Sub-Contractor shall not be entitled to any additional payment or to an extension of time

to the Completion Date for complying with any instructions from the Contractor. If the Sub-Contractor does not commence with an instruction from the Contractor to the Contractor's satisfaction, within 7 days of receiving that instruction the Contractor may have the work the subject of that instruction carried out by others and the cost of doing so shall be a debt due from the Sub-Contractor to the Contractor.

11. TIME FOR COMPLETION

11.1 The Sub-Contractor shall commence the Sub-Contract Works on the Commencement Date, sequence the Sub-Contract Works so as to accord with the requirements of the Main Contract programme (if any) and Sub-Contract programme referred to in the Agreement (if any) and complete the Sub-Contract Works on or before the Completion Date (if any). If no Completion Date is agreed the Sub-Contractor shall complete the Sub-Contract Works within a reasonable time taking into account the requirements set out in the Main Contract. If the Sub-Contractor fails to complete the Sub-Contract Works by the Completion Date or any extension thereof or if no Completion Date is agreed within a reasonable period, the Sub-Contractor shall indemnify the Contractor against any damages, loss and/or expense suffered or incurred by the Contractor as a result of that failure and shall pay any liquidated damages as are set out in the Agreement. The Contractor shall be entitled to recover any such loss and/or expense by way of deduction from the Contract Price or as a debt.

12. EXTENSION OF TIME

12.1 As soon as it becomes apparent that the progress of the Sub-Contract Works is delayed or is likely to be delayed beyond the Completion Date, the Sub-Contractor shall within 7 days of becoming aware of the delay give written notice to the Contractor giving particulars of the cause of the delay, its anticipated effects including the extent of any of the anticipated delay to the completion of the Sub-Contract Works and applying for any adjustment to the Completion Date to which the Sub-Contractor considers it is entitled. The Sub-Contractor shall provide on request any further information.

12.2 If upon receipt of written notice by the Sub-Contractor, the Contractor is of the opinion that completion of the Sub-Contract Works is likely to be or has been delayed beyond the Completion Date and that such delay was or will be caused by:

12.2.1 any event under the Main Contract which entitles the Contractor to an extension of time under the Main Contract; or

12.2.2 any impediment, prevention or default, whether by act or omission, by the Contractor (except to the extent caused or contributed to by any impediment, prevention or default, whether by act or omission of the Sub-Contractor),

12.2.3 then the Contractor shall, (save where the Agreement provides otherwise) make in writing an extension of time by fixing such revised Completion Date as the Contractor considers to be fair and reasonable.

12.3 Notification under clause 12.1 shall be a condition precedent for any extension of time to the Completion Date.

13. DIRECT LOSS AND / OR EXPENSE

13.1 The Sub-Contractor shall be entitled to claim direct loss and/or expense incurred during the period of any delay to the Completion Date or when the regular progress of the Sub-

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Contract Works is disrupted only if the delay or disruption was caused by any impediment, prevention or default, whether by act or omission, by the Contractor (except to the extent caused or contributed to by any impediment, prevention or default, whether by act or omission of the Sub-Contractor); and the Sub-Contractor provided the required notification of the delay under clause 12.1.

13.2 In no other circumstances shall the Sub-Contractor be entitled to claim direct loss and/or expense.

14. PAYMENT

14.1 The Contractor may set off against any amounts due to the Sub-Contractor under the Agreement any amounts which the Sub-Contractor may owe the Contractor under the Agreement or otherwise.

14.2 If the Contractor pays for any materials or equipment prior to the delivery of the same, then the title in the materials shall vest in the Contractor upon payment for the materials or equipment by the Contractor.

14.3 If the Contractor fails to pay any amount properly due and payable by it under the Agreement, the Sub-Contractor shall have the right to charge interest on the overdue amount at the rate of 3 per cent per annum above the base rate for the time being of Barclays Bank accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgement.

14.4 Subject to clause 14.1 the Sub-Contractor shall be entitled to be paid the value of the Sub-Contract Works properly executed to the satisfaction of the Contractor.

15. INTERIM PAYMENTS

15.1 This clause 15 applies where the Agreement is longer than 45 days and classified as a "Construction Contract" as defined in the Housing Grants, Construction and Regeneration Act 1996.

15.2 The amount which may be claimed in each application for payment shall be the total measured value of all work properly executed by the Sub-Contractor under this Agreement less any amounts previously included in an application for payment, any Retention and any agreed or permitted deductions. The work shall be valued in accordance with the rates or prices set out in the Pricing Document.

15.3 The Sub-Contractor's applications for payment shall be addressed to the person stated in the Purchase Order and to the address stated in the Purchase Order or as otherwise agreed between the parties. The Sub-Contractor's application for payment shall state the sum the Sub-Contractor considers will become due on the Due Date for Payment and the basis on which that sum is calculated. The first application for payment shall be provided not later than the 20th day of the month following the date of commencement of the Sub-Contract Works and thereafter interim applications shall be provided at monthly intervals not later than the 20th day of each month. The final application for payment shall be twenty-one days after the issue of the Certificate of Making Good Defects.

15.4 An application for payment shall only be a "Compliant Application for Payment" if it is delivered within the time limits set out in clause 15.3 and if it properly states the

sum the Sub-Contractor considers will be due and the basis on which that sum is calculated.

15.5 The "Due Date for Payment" shall be the date of the receipt by the Contractor of a Compliant Application for Payment from the Sub-Contractor. Not later than 5 days after the Due Date for Payment ("Payment Notice Date") the Contractor shall issue a written notice ("Payment Notice") to the Sub-Contractor stating the amount the Contractor considers to be due to the Sub-Contractor under the Contract at the Due Date for Payment and the basis upon which that sum was calculated. The Payment Notice may include a VAT invoice.

15.6 The "Final Date for Payment" of any sum due shall be 30 days after the Due Date for Payment.

15.7 Not later than 5 days before the Final Date for Payment the Contractor may give a Pay Less Notice. Any Pay Less Notice shall specify the sum the Contractor considers to be due on the date of the Pay Less Notice and the basis on which that sum is calculated.

15.8 The Contractor shall pay to the Sub-Contractor not later than the Final Date for Payment thereof the sum notified in the Pay Less Notice, or if none is validly given then the sum notified in the Payment Notice, or if none is validly given then the sum notified in a Compliant Application for Payment.

15.9 Any Compliant Application for Payment, Payment Notice, or Pay Less Notice is not validly given or made unless it is in writing in accordance with this clause 15 and is served on time. For the purposes of notices served under clause 15 only, a notice shall be validly served if served by way of post, fax or email.

16. RETENTION AND SECURITY

16.1 Where stated in the Purchase Order or elsewhere in the Agreement, the Contractor shall be entitled to retain a percentage (the "retention percentage" in the Purchase Order) of the value of each interim payment as security for the Sub-Contractor's due and proper performance of the Agreement ("Retention").

16.2 The Contractor shall return 50% of the Retention to the Sub-Contractor not later than 1 month after the final day of the month following the date in which the Contractor notifies the Sub-Contractor that the Sub-Contract Works are practically complete by way of the issue of a certificate of practical completion, or when all required works are signed off by the Contractor as being complete. Whichever is the later. The remaining 50% shall be returned 12 months thereafter.

17. PRACTICAL COMPLETION AND DEFECTS RECTIFICATION

17.1 The Sub-Contractor must, at its own cost, make good any defects in the Sub-Contract Works which become apparent from the day the Contractor determines and notifies the Sub-Contractor that the Sub-Contract Works are practically complete until 10 days after the expiry of the Defects Rectification Period stated in the Purchase Order.

17.2 If the defect is notified to the Sub-Contractor by the Contractor and it has not been rectified to the Contractor's satisfaction within 14 days of the Contractor's notice, the Contractor may have that defect rectified by others and the cost of doing so shall become a debt due from the Sub-Contractor to the Contractor.

18. TERMINATION

18.1 Without prejudice to any of the Contractor's other rights if, in the opinion of the Contractor, the Sub-Contractor:

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fails to proceed regularly and diligently with the Sub-Contract Works; wholly or substantially and unlawfully suspends the carrying out of the Sub-Contract Works before completion; or fails to comply with the terms of the Agreement, then the Contractor may give notice to the Sub-Contractor which specifies the default and requires it to be remedied. If the Sub-Contractor does not remedy the default within 7 days of delivery of the notice, the Contractor may, at its election engage others and recover the monies which may be due from the Sub-Contractor to the Contractor and / or determine the employment of the Sub-Contractor by serving a further notice. The determination shall take effect immediately on the service of the further notice.

18.2 If the Sub-Contractor enters into administration within the meaning of Schedule B1 to the Insolvency Act 1986 (the "Act"), or appoints an administrative receiver or a receiver or manager of its property under Chapter I of Part III of the Act or passes a resolution for voluntary winding-up without a declaration of solvency under section 89 of the Act or has a winding-up order made against it under Part IV or V of the Act or enters into an arrangement, compromise or composition in satisfaction of his debts (excluding a scheme of arrangement as a solvent company for the purposes of amalgamation or reconstruction) of a partnership: i) has a winding-up order made against it under any other provision of the Act as applied by an order under section 420 of the Act; or ii) has a sequestration awarded against one of the estates of the partnership or grants a trust deed for its creditors, or iii) each partner is subject of an individual arrangement or any other event or proceeding referred to in this clause 18.2, or if an individual: i) has a bankruptcy order made against him under Part IX of the Act, or ii) is the subject of the sequestration of his estate or grants a trust deed for his creditors, or if any act is done or event occurs which (under applicable legislation) has a similar effect to any of these acts or events the Contractor may determine immediately the engagement of the Sub-Contractor by serving a notice. The determination shall take effect when the notice is given. Each of the aforementioned events shall be referred to as an "Insolvency Event".

18.3 The Contractor may terminate the Sub-Contractor's employment under the Agreement at will for any reason whatsoever and in circumstances where there is no fault on the part of the Sub-Contractor by giving 7 days written notice of termination. In the event of such termination, the Sub-Contractor shall be entitled to payment for the Sub-Contract Works properly executed up to the date of termination and shall be entitled to no further payment and the Sub-Contractor shall not be entitled to claim loss of profit, loss of expectation or any other loss caused by or arising from such termination.

18.4 If the Customer under the Main Contract is subject to any Insolvency Event then the Contractor shall not be obliged to pay the Sub-Contractor any monies due under the Agreement unless and until the Contractor is paid for such monies by the Customer.

19. DISPUTES

19.1 Any question or difference which may arise concerning the construction, meaning or effect of the

Agreement, or any dispute arising out of or in connection with the Agreement will in the first instance be referred to authorised representatives of each party for discussion and resolution.

19.2 If the Contractor and the Sub-Contractor cannot resolve any dispute or difference by negotiation, then they shall attempt in good faith to resolve it through mediation. The Contractor and the Sub-Contractor each has the right to refer any dispute under this Agreement to arbitration or adjudication as appropriate, in which case Part 1 of the Schedule to the Scheme for Construction Contracts (England and Wales) Regulations 1998 (the "Scheme") shall apply save that the parties agree that the Adjudicator shall provide reasons for his decision, and the party not making the referral may submit its response to the documents supplied in accordance with paragraphs 7(1) and 7(2) of the Scheme within ten (10) Business Days of the date of the referral notice. The period of response may be extended by agreement between the parties.

20. CONSTRUCTION INDUSTRY SCHEME

20.1 If the Sub-Contractor is a 'Sub-Contractor' for the purposes of the Finance Act 2004 and The Income Tax (Construction Industry Scheme) Regulations 2005 No. 2045 ("CIS"), it is advised to produce to the Contractor such evidence as is required by CIS for the verification of its Sub-Contractor's tax status to enable the Contractor to ascertain whether payments shall be made without the deduction of tax. If the Sub-Contractor does not provide valid CIS details, or if the Sub-Contractor is not registered for CIS, the Contractor shall make the deduction of tax from any payments due to the Sub-Contractor as instructed by HMRC.

21. CONFIDENTIALITY

21.1 The Sub-Contractor shall keep secret and confidential all Confidential Information disclosed or obtained as a result of the Agreement and shall not use or disclose the same save for the proper performance of the Agreement.

22. MODERN SLAVERY ACT AND THE BRIBERY ACT

22.1 The Sub-Contractor undertakes, warrants and represents that neither the Sub-Contractor nor any of its officers, employees, agents or subcontractors has committed an offence under the Modern Slavery Act 2015 (a "MSA Offence"); or been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or become aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015.

22.2 The Sub-Contractor shall comply with the Modern Slavery Act 2015 and the Contractor's principles (available at: jla.com/legal).

22.3 The Contractor shall be entitled, by written notice to the Sub-Contractor, to immediately terminate the Sub-Contractor's engagement under this Agreement if the Sub-Contractor or any person acting on its behalf or associated with it, shall have committed an offence under the Prevention of Corruption Acts 1889 to 1916, the Bribery Act 2010, or, where the employer under the Main Contract is a local authority has committed an offence under any applicable Legislation or at common law in respect of corrupt or fraudulent acts.

23. FORCE MAJEURE

23.1 Neither party shall have any liability under or be deemed to be in breach of the Agreement for any delays or

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failures in performance of the Agreement which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such event causes a delay or failure in performance and when it ceases to do so. If the event continues for a continuous period of more than three months, the party not affected may terminate the Agreement by written notice to the other party.

24. LIMITATION OF LIABILITY

24.1 The extent of the parties' liability under or in connection with the Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 24.

24.2 Subject to clause 24.4, the Contractor's total liability shall not exceed the total value of the Price paid by the Contractor to the Sub-Contractor.

24.3 Subject to clause 24.4, the Contractor shall not be liable for consequential, indirect or special losses.

24.4 Notwithstanding any other provision of the Agreement, the liability of the parties shall not be limited in any way in respect of (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; and (c) any other losses which cannot be excluded or limited by law.

25. GENERAL

25.1 The Agreement constitutes a contract for the provision of works and services and is not a contract of employment and accordingly the Sub-Contractor shall be fully responsible for and shall indemnify the Contractor for and in respect of any income tax, national insurance and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Sub-Contract Works, where such recovery is not prohibited by law.

25.2 The Sub-Contractor must not (without the prior written consent of the Contractor) assign the benefit of the Agreement or sub-let the whole or any part of the Sub-Contract Works or the Agreement.

25.3 Nothing in the Agreement constitutes, or shall be deemed to constitute, a partnership between the parties nor make any party the agent of another party.

25.4 If any provision of the Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Agreement shall not be affected.

25.5 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under the Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under the Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

25.6 The Agreement

25.6.1 may not be waived, varied or altered except by the parties' express written agreement;

25.6.2 applies to all work undertaken by the Sub-Contractor for the Contractor in connection with the Sub-Contract Works (whether under a letter of intent or otherwise)

and applies whether or not the work was undertaken prior to the date of the Agreement. The Sub-Contractor acknowledges that any payment made to it prior to the date of the Agreement forms part of the Contract Price;

25.6.3 constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes, cancels and nullifies any previous agreement between the parties relating to such matter and excludes any terms and conditions which the Sub-Contractor may purport to apply under any acknowledgement of the Purchase Order or condition of acceptance or with any delivery note.

25.7 Each of the parties acknowledges and agrees that in entering into the Agreement, it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to the Agreement or not) other than as expressly set out in the Agreement.

25.8 If there is any conflict, ambiguity or discrepancy between or within any of the documents which constitute the Agreement, the order of priority shall be:

25.8.1 the Purchase Order;

25.8.2 these Sub-Contract Terms and Conditions; and

25.8.3 any Sub-Contract Documents.

25.9 To be effective, any notices under the Agreement must be given in writing, in the English language, and delivered either by hand, recorded courier, first class post or fax to the respective addresses of the parties given in the Purchase Order.

25.10 No one other than a party to the Agreement, their successors and permitted assignees shall have any right to enforce any of its provisions.

25.11 Save for specific circumstances set out in clause 25.10, nothing in the Agreement shall confer or purport to confer upon any third party any benefit or right against the Contractor or the Sub-Contractor.

25.12 This Agreement and any dispute or claim arising out of, or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

25.13 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).