





## SUB-CONTRACT CONDITIONS

### 1. DEFINITIONS:

1.1 In these Standard Conditions of Sub-Contract applicable to the Sub-Contract Order between S&P UK Ventilation Systems Ltd, of S&P House, Wentworth Road, Ransomes Europark, Ipswich, Suffolk IP3 9SW and the Sub-Contractor, (the "Conditions"), the following words and phrases shall have the following meanings:

#### 1.2 Building Safety Laws:

1.2.1 the Building Safety Act 2022;

1.2.2 the Defective Premises Act 1972;

1.2.3 the Building Act 1984;

1.2.4 the Building Regulations 2010;

1.2.5 any statutory instrument, regulation, rule, order, code of practice or guideline made under the Building Safety Act 2022, the Defective Premises Act 1972, the Building Act 1984 and the Building Regulations 2010 having the force of law that affects the Works; any building safety laws and regulations now or from time to time in force that affects the Works or performance of any obligations under this Sub-Contract Order.

1.3 **Consents:** the planning permissions referred to in the Employer's Requirements, approval of reserved matters or details pursuant thereto, building regulation approval and any other consents, certificates, permits, orders, permissions, approvals or licences that may be necessary to lawfully commence, carry out, complete, use and access the Works and/or the Site, including:

1.3.1 planning permission, including approval of reserved matters (if any);

1.3.2 building regulations consents

1.3.3 the consents of all parties having interests or rights in or over the Works and/or the Site who by the lawful exercise of their powers in the absence of such consent could prevent or impede the carrying out or progress of the Works or their use and enjoyment; and

1.3.4 (without prejudice to the generality of (c) above): all requirements of any relevant authority relating to works in connection with listed buildings.

1.4 **Commencement Date:** as stated at the head of this Sub-Contract Order or if no date given, the date of this Sub-Contract Order.

- 1.5 **Data Protection Legislation:** means all applicable laws and regulations relating to the processing of personal data and privacy in the United Kingdom, including:
- a) the UK General Data Protection Regulation (UK GDPR);
- 1.5.1 the Data Protection Act 2018;
  - 1.5.2 the Privacy and Electronic Communications Regulations 2003 (PECR); and
  - 1.5.3 any successor legislation, including the Data (Use and Access) Act 2025, once enacted, together with any binding guidance, codes of practice, or decisions issued by the UK Information Commissioner's Office (ICO) or any relevant supervisory authority.
- 1.6 **Employer:** S&P's client under the Main Contract.
- 1.7 **Liquidated Damages:** the sum stated in the Sub-Contract Order Details, which S&P may deduct for any period of delay in the completion of the Works, to be charged to the Sub-Contractor as a debt or deducted from any sums due at the rate given in this Sub-Contract Order.
- 1.8 **Main Contract:** the contract between S&P and the Client in relation to the Site.
- 1.9 **Prohibited Material:** any materials or products which by their nature or application do not conform with British Standards or Codes of Practice or any European Union equivalent current and relevant at the date of use or which contravene the recommendations of the publication "*Good Practice in the Selection of Construction Materials*" (British Council for Offices, 2011) or any materials or products known within the Sub-Contractor's trade to be deleterious, in the particular circumstances in which they are used or specified for use, to health and safety and/or the integrity and/or the durability of the Works/completed Works.
- 1.10 **Site:** as described at the head of this Sub-Contract Order.
- 1.11 **Statutory Requirements:** all laws, regulations and legal obligations that apply to the Works or the performance of this Sub-Contract Order, including but not limited to:
- 1.11.1 Building Safety Laws
  - 1.11.2 Consumer Protection Act 1987
  - 1.11.3 Health & Safety at Work Act 1974
  - 1.11.4 Control of Substances Hazardous to Health Regulations 1988 (COSHH)
  - 1.11.5 Modern Slavery Act 2015

1.11.6 Bribery Act 2010

Including all supplementary regulations and guidance issued thereunder.

- 1.12 **Third Party Agreements:** any agreements made or to be made between S&P, the Employer and any other parties that relate to the Project, the Site, the carrying out of the Works, project funding, or the giving of consent or permission for or regulating the carrying out of the Works or any part thereof, copies or relevant extracts of which have been provided to the Sub-Contractor (which may be subject to the deletion of any confidential information).

**2. OBLIGATIONS**

- 2.1 The Sub-Contractor will carry out the Works at the Site:

2.1.1 in a proper, efficient and workmanlike manner, in accordance with the Sub-Contract Documents, these Conditions, and all instructions, drawings, specifications etc. issued pursuant thereto;

2.1.2 in accordance with the terms of the Main Contract and any Third-Party Agreement insofar as they relate to the Works and to enable S&P to comply with its obligations under the Main Contract;

2.1.3 in compliance with the Consents, the Statutory Requirements, the Building Safety Laws and relevant bylaws and British Standards and Codes of Practice;

2.1.4 to ensure that, when completed the Works will comply with any performance specification or requirement identified in or referred to in this Sub-Contract Order and that all materials supplied will be fit for their intended purpose and will not include any Prohibited Materials;

2.1.5 so that where the Sub-Contractor shall have designed any part of the Works or shall have selected materials for incorporation in the Works, the design and/or selection shall have been undertaken with reasonable skill, care and diligence;

2.1.6 by employing on the Site a competent and authorised foreman or charge hand to receive instructions on the Sub-Contractor's behalf; and

2.1.7 to the reasonable satisfaction of relevant parties under the Main Contract.

- 2.2 On completion of the Works, the Sub-Contractor will provide a statement of compliance in such form as S&P reasonably require confirming that the Works comply with the terms of this Sub-Contract Order, the Consents and the Building Safety Laws.

### **3. SUB-CONTRACT**

- 3.1 These Conditions apply to the Sub-Contract Order to the exclusion of any other terms that the Sub-Contractor seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 3.2 Any tender, quotation, estimate or the like issued by the Sub-Contractor will not be treated as an offer capable of acceptance. A contract between S&P and the Sub-Contractor will only be formed when S&P has placed its written order based upon these Conditions. These Conditions apply to the Sub-Contract Order to the exclusion of any other terms that the Sub-Contractor seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 3.3 Clauses relating to confidentiality, indemnity, intellectual property rights, and any other provisions which by their nature are intended to survive termination shall remain in effect after the end of the Sub-Contract Order.

### **4. THE TENDER**

- 4.1 The Sub-Contractor will be deemed to have allowed in his tender for visiting the Site and satisfying himself as to the nature, extent and conditions under which the Works are to be carried out, the nature and position of previous works etc.
- 4.2 No additional time or cost will be allowed for delays during the performance of the Works caused by conditions on site that the Sub-Contractor should reasonably have been aware of on its inspection of the Site.

### **5. THE WORKS**

- 5.1 The Sub-Contractor shall commence the Works on the Commencement Date (or such other date as S&P may specify) and shall execute and complete the Works in the sequence specified, in accordance with such instructions as may be issued by S&P and complete the Works by the Completion Date. S&P may from time to time vary or suspend such dates or periods and such variations and/or suspensions shall not vitiate the Sub-Contract Order or entitle the Sub-Contractor to any claim for loss or expense or any other payment arising there from, unless agreed. The Sub-Contractor shall be entitled to an extension of time if an extension of time is issued to S&P under the Main Contract, insofar as it relates to the Works, or if delay is caused by the default of S&P. A grant of an extension of time shall be conditional upon the Sub-Contractor giving written notice to S&P as soon as it is apparent that completion of the Works will or may be delayed stating matters relied upon in support of such a claim.
- 5.2 The Sub-Contractor warrants that it possesses the necessary skills, experience, and resources to perform the works and that all materials and workmanship shall be of

satisfactory quality and fit for their intended purpose, and that it holds all necessary licenses and consents.

- 5.3 S&P gives no warranty as to the condition of the Site and/or the Existing Structure or any adjoining property or any services in, under or adjacent to the Site or as to the accuracy or sufficiency of any record drawings or survey data contained in any documents including any site investigation reports made available to the Sub-contractor. The Sub-Contractor shall not be relieved from any obligation under this Sub-Contract Order should such information be incorrect or insufficient.
- 5.4 If in the opinion of S&P the Sub-Contractor is likely to fail to complete the Works by the Completion Date S&P may accelerate the progress of the Works by employing its own labour. Any expense incurred by S&P in so doing shall be recoverable from the Sub-Contractor.
- 5.5 The Sub-Contractor shall, if so requested by S&P and within 7 days of such request, supply to S&P a programme showing how it intends to carry out the Works, as to sequence and method, a list of drawings it intends to provide, the earliest start date for each activity and a list of activities which will be critical to progress. Such programme shall not be in any way binding on S&P. S&P's approval of any information submitted to it shall not relieve the Sub-Contractor of its obligations under the Sub-Contract Order.
- 5.6 With materials and items forming part of the Works the Sub-Contractor will supply the necessary manuals and information for their use.
- 5.7 The Sub-Contractor shall apply for all information it requires to comply with the Sub-Contract Order in good time. S&P shall not be liable to the Sub-Contractor due to the Sub-Contractor's lack of information.
- 5.8 The Sub-Contractor shall:
  - 5.8.1 collaborate with all other parties involved in the Project to ensure its efficient delivery.
  - 5.8.2 provide all information necessary for S&P to ensure compliance with the requirements of the Building Safety Laws, and:
  - 5.8.3 In the event that the Works relate to a High Risk Building ("HRBs") as defined by the Building Safety Laws comply with and operate all systems either notified by S&P or contained in the Main Contract that are required by the Building Safety Laws in relation to HRBs including but not limited to any and all documentation required in connection with the Planning Gateways.

- 5.9 If the Works or relevant part/s of the Works are not completed by the Completion Date then allowing for any extension of the Completion Date the Sub-Contractor shall pay as a debt or allow S&P to deduct Liquidated Damages from, monies otherwise due to the Sub-Contractor.
- 5.10 The Sub-Contractor shall, if S&P request, enter into a form of collateral warranty in favour of the Employer, funder, first purchaser or tenant, or any other party with a legal interest in the Project in such form as may be required.

## **6. CLEAN SITE**

- 6.1 On the request of S&P and in any event upon completion of the Works, all rubbish and/or surplus material and plant of the Sub-Contractor or of any employee or agent must be removed from the Site or stored as directed. If such removal or storage is not undertaken satisfactorily, S&P may undertake it and withhold the cost from sums otherwise due to the Sub-Contractor.

## **7. PERSONAL INJURY AND DAMAGE TO PROPERTY**

- 7.1 The Sub-Contractor shall indemnify S&P against costs claims demands losses or expenses arising out of;
- 7.1.1 failure of the Sub-Contractor to observe and perform the Works in accordance with these Conditions or any negligence or breach of duty, statutory or otherwise, by the Sub-Contractor or;
- 7.1.2 injury or death of any person or injury to property (including the Main Contract works) real or personal arising out of or by reason of the execution of the Works save to the extent that such is caused by any negligence or default of S&P.

## **8. INSURANCE**

The Sub-Contractor shall maintain adequate insurance in respect of: public liability, contractors all risks and (where appropriate) professional indemnity insurance in relation to all such risks and/or potential claims arising out of or in relation to the Sub-Contract Order for such amounts as detailed in the Sub-Contract Order Details and in any event not less than any statutory minimum or if none is applicable, [£1m] for each and every claim, and produce on request the policies of such insurance. If the Sub-Contractor fails to put such insurances in place S&P may decide to insure on behalf of the Sub-Contractor and deduct the cost from any monies otherwise due to the Sub-Contractor or to recover the cost as a debt.

## **9. TITLE IN GOODS AND MATERIALS**

- 9.1 The risk in goods and materials to be incorporated in the Works, and in plant, tools and equipment for use in connection with the Works shall remain with the Sub-Contractor until practical completion of the Main Contract works. The Sub-Contractor shall at its own cost maintain insurance of the goods and materials until practical completion of the Main Contract works.
- 9.2 Notwithstanding the above, all goods, materials and temporary works shall become the property of S&P as and when the goods, materials and temporary works or any part thereof are incorporated as part of the Main Contract works whether or not payment therefor has at that time been made by S&P. If the Sub-Contractor has on Site any plant tools and equipment for use in connection with the Works, title therein shall pass to S&P on delivery to the Site and shall repass to the Sub-Contractor upon completion of the whole of the Works.

## **10. PAYMENT**

- 10.1 S&P will pay the Sub-Contractor, the Sub-Contract Order Price, as varied in accordance with clause 14, on the terms of this Sub-Contract Order.<sup>1</sup>
- 10.2 Unless otherwise agreed, or in the case of a lump-sum fee, the Sub-Contractor shall submit to S&P monthly applications for payment for Works properly carried out. Applications shall specify the sum that the Sub-Contractor considers will be due on the payment due date in respect of the instalment and how that sum is calculated. Applications must state the Site name, the date, the full name and address of the Sub-Contractor, the Sub-Contract Order number and an accurate description and fully detailed justification of the sums claimed. The Sub-Contractor shall provide such other information as is reasonably required by S&P in support of the application.
- 10.3 Payments will be inclusive of all goods and services to be supplied as part of the Works. Any other cost or expense of the Sub-Contractor will only be paid where agreed in advance. All rates and prices payable under the Sub-Contract Order are fixed. The Sub-Contractor will not be entitled to additional payment in respect of increased costs unless agreed in advance. The price to be paid to the Sub-Contractor for the completed Works shall be the sum or the rate specified in the Sub-Contract Order Details. No variations shall be paid for unless authorised by S&P in writing. No such variation shall vitiate the Sub-Contract Order. A written instruction will not in itself constitute agreement for extra payment.

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<sup>1</sup> We have included a provision for monthly applications, but if your typical Sub-Contract is for a single lump sum payment on completion, we can revise this.

- 10.4 The due date for interim payments shall be monthly calculated from the Commencement Date. The final date for payment of an amount shall be 30 days after the date on which a payment becomes due.
- 10.5 No later than 5 days after a payment becomes due, S&P shall notify the Sub-Contractor of the sum S&P considers to have been due at the payment due date in respect of the amount of the relevant application and the basis upon which that amount has been calculated.
- 10.6 Subject to clause 9.11 and unless S&P has served a notice under clause 9.7 then it shall pay the Sub-Contractor the sum referred to in the notice under clause 9.5. (or if no such notice has been given then the sum referred to in the Sub-Contractor's application complying with clause 9.3) (together referred to as the notified sum) on or before the final date for payment of the relevant application.
- 10.7 Not less than 1 day before the final date for payment (the prescribed period), S&P may give the Sub-Contractor notice that it intends to pay less than the notified sum and any such pay less notice shall specify the sum S&P considers to be due on the date the notice is served and the basis upon which that sum is calculated.
- 10.8 It shall be a condition precedent to any obligation on S&P to make payment that all documents specified in the Sub-Contract Order have been provided in satisfactory form by the Sub-Contractor and that the Sub-Contractor has signed and returned the Sub-Contract Order.
- 10.9 In addition to S&P's rights of set-off at common law and in equity if in S&P's opinion the Sub-Contractor shall have caused or will cause S&P loss by reason or any breach of this Sub-Contract Order or by any tort, giving rise to a right for S&P to claim against the Sub-Contractor, or to an entitlement to payment in favour of S&P by the Sub-Contractor under this Sub-Contract Order, then without prejudice to and pending the final determination of such loss or payment, the Sub-Contractor shall forthwith pay or allow to S&P such sum as S&P shall bona fide estimate as the amount of such loss or payment, such estimate to be binding on the Sub-Contractor until such final determination.
- 10.10 VAT where due will be paid in addition subject to receipt of a valid invoice.
- 10.11 Notwithstanding any other provision, if the Sub-Contractor shall become insolvent (within the meaning set out in clause 18.3.3) after the prescribed period as referred to in clause 9.7, S&P shall not be required to pay the notified sum on or before the final date for payment.

## **11. DAYWORK**

No Work will be valued as day work unless S&P exercises its discretion to do so on the basis that it would not be possible to value such work in any other way. Where the

Sub-Contractor considers work should be valued as day work it must give notice to S&P prior to the execution of such works and obtain S&P's written approval. All day work sheets shall be submitted to S&P at the end of the week during which the relevant work is executed. Signature of any day work sheet by a S&P representative shall not entitle the Sub-Contractor to payment thereof unless validly due under the Sub-Contract Order.

## **12. THE CONSTRUCTION INDUSTRY TAX SCHEME**

S&P is an Employer under the Construction Industry Scheme under the Finance Act 2004 (CIS). The obligation on S&P to make any payment under the Sub-Contract Order is subject to the provisions of the CIS or any amendment or re-making thereof.

## **13. RETENTION**

The Retention as set in the Sub-Contract Order Details may be deducted from interim payments made to the Sub-Contractor. Half of the total accumulated Retention amount shall be released to the Sub-Contractor upon practical completion of the Works. The balance shall be released to the Sub-Contractor on the completion of making good defects in the Works.

## **14. CONTRACTOR'S INSTRUCTIONS**

14.1 S&P shall have the power to give instructions for:

14.1.1 changes in the sequence and timing of the Works (including their suspension);

14.1.2 any omission from, addition to or variation in the type, quality or nature of the Works

14.1.3 carrying out any test or investigation at the Sub-Contractor's expense, and the removal and/or re-examination and/or acceptance of any work or materials not in accordance with the Sub-Contract Order; and

14.1.4 the exclusion from the Site of any person employed or engaged by the Sub-Contractor.

## **15. PAYMENT FOR VARIATIONS**

15.1 Payment for variations will only be allowed in respect of additions to the Works, not for changes in the sequence or timing. It is a condition precedent to the Sub-Contractor's right to payment for any variation that (a) within 7 days of receipt of any instruction for a variation (and in any event before incurring any extra costs or commencing the varied Work) the Sub-Contractor informs S&P in writing of its opinion that additional payment is justified and (b) S&P issues agreement in writing to the

Sub-Contractor to proceed with the variation with confirmation as to the amount of payment due.

- 15.2 Valuations of variations will be in accordance with the rates specified in the Sub-Contractor such other rates as may be agreed in writing between the parties, or, failing agreement, at reasonable rates as ascertained by S&P.

## **16. INFORMATION**

If information is required from the Sub-Contractor, it must be provided in good time so as not to cause any disruption or delay to S&P in the carrying out of the Main Contract works. The Sub-Contractor will be charged with any costs incurred by S&P arising from the Sub-Contractor's failure to comply with this obligation. The Sub-Contract Order Price includes the cost to the Sub-Contractor of making good the Works after other trades, which the Sub- Contractor will do with all due speed and diligence.

## **17. ACCESS**

The Sub-Contractor shall allow S&P and its representatives access to off site workshops, storage facilities and the like where items connected with the Works are being worked on or stored at all reasonable times.

## **18. MAINTENANCE**

The Sub-Contractor will:

- 18.1 maintain the Works to the satisfaction of S&P both during the progress of them and until practical completion of the Main Contract works; and
- 18.2 make good at its own expense and at a time to be decided by S&P, any defect, imperfection, shrinkage or damage to the Works at any time up to practical completion of the Main Contract works, and thereafter insofar as S&P is itself obliged to make good such defect, imperfection, shrinkage or damage in favour of the Employer under the Main Contract. S&P may at its sole discretion carry out maintenance and making good works to the Works, rather than leaving such to the Sub-Contractor, and set off the cost of so doing against sums otherwise due to the Sub-Contractor.

## **19. TERMINATION**

- 19.1 The Connector may terminate the Sub- Contractor's employment whether or not the Sub-Contractor is in default or breach of this Sub-Contract Order.
- 19.2 If the Sub-Contractor is not in default or breach S&P shall serve notice in writing terminating the Sub-Contractor's employment with regard to the whole or any part of the Works and the Sub-Contractor's employment under the Sub-Contract Order in respect of the whole or such part of the Works shall terminate forthwith. The Sub-

Contractor shall then be entitled to be paid for the Works performed up to that date provided that all documents specified in the Order have been released to S&P and the Sub-Contractor has certified in writing that such payment will be in full and final settlement of all claims the Sub-Contractor may have under or in connection with the Sub-Contract Order (or in respect of that part of the Works, as the case may be).

19.3 Without limiting its other rights or remedies, S&P may terminate the Sub-Contractor's employment under the Sub-Contract Order with immediate effect by giving written notice to the Sub-Contractor if:

19.3.1 the Sub-Contractor commits a material or persistent breach of the Sub-Contract Order and (if such a breach is remediable) fails to remedy that breach within 14 days of receipt of notice in writing of the breach;

19.3.2 the Sub-Contractor refuses or persistently neglects to remove repair or rectify defective materials or workmanship forming part of the Works or suspends the carrying out of the Works or any part thereof without reasonable cause or fails to proceed diligently with the Works;

19.3.3 the Sub-Contractor becomes insolvent as defined by S113 of the Housing Grants, Construction and Regeneration Act 1996.

19.3.4 the Sub-Contractor suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business.

19.4 Upon such termination S&P may expel the Sub-Contractor from the Works and may take and have use of the equipment materials and property of the Sub-Contractor which are on the Site or being used in connection with the Works including materials or fabricated work at the Sub-Contractor's place of business which have been bought or fabricated for the purpose of the Sub-Contract Order and may use the same to complete the Works without responsibility to the Sub-Contractor to fair wear and tear to any such equipment and property.

19.5 Upon any such termination the Sub-Contractor shall not be entitled to receive any further payments until the Works are completed whereupon the Sub-Contractor shall be paid the value of all materials taken and used by S&P pursuant to the above less the cost of remedying any damage suffered or direct or indirect or consequential loss or expense incurred or which may be incurred by S&P by reason of such determination and to the extent that any further payment due to the Sub-Contractor is insufficient for the purpose any balance shall be due to S&P from the Sub-Contractor as a debt.

19.5.1 If the employment of S&P under the Main Contract is determined, the Sub-Contractor's employment under the Sub-Contract Order shall thereupon also terminate and the provisions of sub-clause 18.4 and 18.5 shall apply.

## **20. ASSIGNMENT AND SUB-LETTING**

The Sub-Contractor shall not assign the benefit of the Sub-Contract Order or sub-contract the Works or any part thereof without S&P's written permission. Such permitted assignment or sub-contracting shall not release or be deemed to release the Sub-Contractor from the terms and conditions of this Sub-Contract Order.

## **21. CONFIDENTIALITY AND ADVERTISING**

21.1 Each Party will keep the terms of this Sub-Contract Order, the Project, and all information received from the other Party confidential and to use the information provided in relation to the Project solely for the purpose of carrying out the Works.

21.2 No advertisement relating to the Works or to the Sub-Contractor shall be permitted on the Site without S&P's prior written permission. No photographs may be taken of the Works or the Site or information given to third parties without S&P's prior approval in writing.

## **22. INTELLECTUAL PROPERTY RIGHTS**

The Sub-Contractor agrees that all intellectual property rights arising from or created in the course of performing the Works shall vest in S&P. Where such rights cannot automatically vest, the Sub-Contractor hereby grants S&P a perpetual, royalty-free, irrevocable license to use such rights.

## **23. INSURANCE LIABILITY**

If the Sub-Contractor claims against S&P in respect of an insured risk in respect of which S&P has a policy of insurance in force, the extent of S&P's liability will be limited to the amount received by S&P from his insurers and S&P will have no obligation to pay any sums unless and until it has recovered from the insurers.

## **24. NOTICES**

24.1 Notices sent in connection with this Sub-Contract Order must be written and sent either: by first class post, or by email to the respective address given in this Sub-Contract Order.

24.2 Notice is deemed given, if posted to a UK address, two days after posting. If by email, at the time of the transmission provided no failure notice is received by the sender.

## **25. SEVERANCE AND CONTINUITY**

If any provision of this Sub-Contract Order is found to be invalid, illegal or unenforceable, it will not affect the validity of the remainder of the Sub-Contract Order terms and will be deemed to be deleted.

## **26. ANTI-BRIBERY COMPLIANCE**

26.1 Both Parties shall:

26.1.1 Comply with all laws relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2000 and will ensure that all employees, representatives and associated parties will comply with such laws and regulations.

26.1.2 Have in place, maintain and enforce, adequate policies and procedures under the Bribery Act 2000.

## **27. DATA PROTECTION**

27.1 The Sub-Contractor shall comply with all applicable data protection and privacy legislation in force from time to time in the United Kingdom, including the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and any other applicable laws relating to the processing of personal data and privacy.

27.2 Where the Sub-Contractor processes personal data on behalf of S&P, it shall:

27.2.1 act only on written instructions from S&P;

27.2.2 ensure that persons authorised to process the personal data have committed themselves to confidentiality;

27.2.3 implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk;

27.2.4 not engage another processor without prior specific or general written authorisation of S&P;

27.2.5 assist S&P in ensuring compliance with data subject rights and obligations under the UK GDPR;

27.2.6 at the choice of S&P, delete or return all personal data after the end of the provision of services relating to processing;

27.2.7 make available to S&P all information necessary to demonstrate compliance with these obligations and allow for and contribute to audits, including inspections, conducted by S&P or another auditor mandated by S&P.

27.3 The Sub-Contractor shall notify S&P without undue delay upon becoming aware of a personal data breach.26.4. The Sub-Contractor shall indemnify S&P against all

liabilities, costs, expenses, damages and losses incurred by S&P arising out of or in connection with any breach of this clause by the Sub-Contractor.

## **28. FORCE MAJEURE**

Neither Party will be in breach of its obligations under this Sub-Contract Order if the delay or failure to perform is caused by events, circumstances or causes beyond its reasonable control in which case time for performance will be extended by a period equivalent to that during which the performance of the obligations has been delayed or could not be performed.

## **29. THIRD PARTY RIGHTS**

The parties hereby confirm that notwithstanding any other provision of this Sub-Contract Order, the Sub-Contract Order shall not and shall not purport to confer on any third party any right to enforce any term of the Sub-Contract Order for the purposes of the Contracts (Rights of Third Parties) Act 1999.

## **30. RESOLUTION OF DISPUTES**

30.1 The Sub-Contract Order and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

30.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Sub-Contract Order or its subject matter or formation.

30.3 Subject to either party's right to adjudicate at any time, the parties shall use their reasonable endeavours to resolve any dispute or difference between them through negotiation or mediation.

30.4 Notwithstanding any other provision of the Sub-Contract Order either Party may refer a dispute arising under the Sub-Contract Order to adjudication at any time under Part I of the Scheme for Construction Contracts (England and Wales) Regulations, which Part shall take effect as if it was incorporated into this clause. The adjudicator shall be appointed by: The Royal Institute of Chartered Surveyors.

## **31. LIMITATION**

31.1 Neither party shall commence any legal action against the other under this Agreement after 12 years from the date of practical completion of the Project.