

CARTER JONAS LLP

CONTRACTOR TERMS

Last updated – August 2022 v22/03

1. ABOUT THIS AGREEMENT

- 1.1. **What forms this Agreement?** This Agreement comprises the Statement of Work, these Contractor Terms and the Schedule(s).
- 1.2. **The Statement of Work sets out the Services You will provide to Carter Jonas.** You agree to provide the Services to Carter Jonas (as set out in the applicable Statement of Work) in accordance with the terms of this Agreement. The Statement of Work can appear in any form that Carter Jonas may agree with You (including as an email) but will set out the key details relating to the Services.
- 1.3. **How long does this Agreement last for?** The Agreement starts on the Effective Date set out in the Statement of Work and will continue unless terminated in accordance with paragraph 1.6 or paragraph 7.
- 1.4. **You must complete the checklist application form before providing the Services to Carter Jonas.** We cannot accept Services from You until we have a completed form on file.
- 1.5. **Carter Jonas may agree additional Services with You.** We will only agree additional Services if a new Statement of Work is entered into between us.
- 1.6. **How can this Agreement be terminated?** Either party may terminate this Agreement by giving to the other not less than 4 weeks' prior written notice. If notice is served, no further Statements of Work can be entered into.

2. WHAT ARE YOUR RESPONSIBILITIES?

- 2.1. **You have certain obligations to adhere to when providing the Services under this Agreement.** In particular You must:
- 2.2. provide the Services with all due care, skill and ability and in a proper and workman like manner, and in accordance with the terms of this Agreement;
- 2.3. complete the Services strictly in accordance with our instructions provided from time to time;
- 2.4. comply with all applicable laws (including in relation to anti-bribery);
- 2.5. arrange for all necessary access scaffolding, protective screens, temporary supports, dust covers and the like required for carrying out of the Services;
- 2.6. meet all deadlines for the Services as specified in the Statement of Work, unless You are prevented by ill health or accident;
- 2.7. not, (unless we specifically say so) incur any expenditure in the name of Carter Jonas nor hold Yourself out as having authority to bind Carter Jonas;.
- 2.8. take all necessary precautions to protect and maintain the building(s)/site at the Premise(s) and any fixtures and fittings to be retained;

- 2.9. be responsible for health and safety and security during the provision of the Services and ensure the Premises remain safe and immediately notify us if You become aware of such hazards and await further instructions before proceeding any further with the Services; and
- 2.10. check with the occupier to find out where the "Asbestos Management Plan" is or notify Carter Jonas immediately and await further instructions before proceeding with the Services.
- 2.11. **What if I can't provide the Services?** If You are unable to provide the Services due to illness or injury, You shall notify Carter Jonas as soon as reasonably practicable. No fee shall be payable in accordance with paragraph 3 where the Services are not provided.
- 2.12. **Can I appoint a substitute?** Yes, with our prior approval. The substitute will need to enter into direct agreements with Carter Jonas or alternatively You will need to remain responsible for the substitute. If we accept a substitute, You shall continue to invoice Carter Jonas in accordance with paragraph 3 and shall be responsible for the remuneration of the substitute.

3. FEES, PAYMENT TERMS AND EXPENDITURE

- 3.1. **How will You be paid?** Carter Jonas shall pay You within thirty (30) days of receipt of an invoice from You.
- 3.2. **When can You invoice Carter Jonas?** You may invoice Carter Jonas on the last working day of each month. Such invoice shall set out details of the hours OR days which any individual has worked, the Services provided and the amount of the Fee due on the payment due date (plus VAT, if applicable) for the Services during that month.
- 3.3. Carter Jonas will pay undisputed invoices within 30 days of receipt, provided that the works have been completed to Carter Jonas' satisfaction.
- 3.4. An **administration** fee of 10% plus VAT of the net cost of the invoice may be charged by Carter Jonas and deducted at source.
- 3.5. For **Residential Lettings properties**, the Contractor cannot spend more than £250 on works without prior written authorisation from Carter Jonas (unless there are life threatening circumstances).

4. USE OF YOUR MATERIALS

- 4.1. You grant to Carter Jonas, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence (and right to sub-licence) to copy and make full use of any material prepared by or on behalf of the You for any purpose relating to the Services and the Premises.

5. CONFIDENTIAL INFORMATION AND PERSONAL DATA

- 5.1. **You will have access to confidential information when you provide the Services.** In relation to such, You agree not to disclose to any third party, or allow to be published or disclosed, any confidential information. This restriction does not apply to any use or disclosure authorised by Carter Jonas or required by law, or any information which is already in, or comes into, the public domain otherwise than through unauthorised disclosure by You.
- 5.2. **How do we handle Your personal data?** Carter Jonas will collect and process personal data in accordance with the privacy notice which is available on request.

6. INSURANCE AND LIABILITY

- 6.1. **You are responsible for any defects, or other faults appearing within twelve months from completion of the Services.** The cost of fixing such faults shall be paid by You.
- 6.2. **You are liable for breaches of the Agreement by You.** You shall be liable for and shall reimburse Carter Jonas for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by You of the terms of this Agreement including any negligent or reckless act, omission or default in the provision of the Services.
- 6.3. **You shall maintain insurance policies and comply with their terms at all times.** This must include public liability insurance, professional indemnity insurance and employment liability insurance with reputable insurers, covering in the amount of not less than £1,000,000 for Contractors that are sole traders or have 4 employees or less, or £5,000,000 for all other contractors. If we require, you shall supply copies of the insurance policies and evidence that the relevant premiums have been paid to Carter Jonas on request.
- 6.4. **Our liability.** Our liability (including in relation to any consequential or indirect loss) under this Agreement is limited to the total Fees paid under the Agreement. We do not limit or exclude any liability for fraud, death or personal injury caused by our own negligence.

7. ENDING THE AGREEMENT

- 7.1. **Our right to terminate.** We may terminate this Agreement if at any time:
- 7.2. You commit any gross misconduct affecting Carter Jonas;
- 7.3. You are materially in breach of any of the provisions of this Agreement or refuse or fail to comply with any reasonable and lawful directions of Carter Jonas;
- 7.4. You are convicted of any criminal offence;

- 7.5. Carter Jonas reasonably feels you are acting negligent or incompetent in the performance of the Services;
- 7.6. You become insolvent or declared bankrupt or either make any arrangements with or for Your creditors;
- 7.7. You are unable (including by reason of illness or accident) from providing the Services for an aggregate period of 3 months in any 52 consecutive period.
- 7.8. **What happens when the Agreement terminates or ends?** Carter Jonas may enter the Premises and use all temporary buildings, plant, tools, equipment, goods and materials intended for the provision of the Services and may purchase all materials and goods necessary for the carrying out and completion of the Services, and the Contractor shall reimburse Carter Jonas the full amount for those purchases. Carter Jonas shall not be bound to make any further payment to the Contractor until after completion of the Services.
- 7.9. **You have certain responsibilities when this Agreement terminates.** You must:
- 7.10. immediately deliver to Carter Jonas all original confidential information in Your possession or control;
- 7.11. delete any information relating to the business of Carter Jonas. This includes deleting the contact details of business contacts made during the Agreement; and
- 7.12. if we require, You shall provide a signed statement that You have complied fully with these responsibilities.

8. WHAT IF I AM CARRYING OUT CONSTRUCTION WORKS?

- 8.1. **If You are carrying out Construction Services (as specified in the Statement of Work), the following terms apply:**
 - 8.1.1. You shall not specify or use any materials, equipment, products or kits in the construction phase of the Services which at the time of specification or use is generally accepted, or suspected, in the construction industry at the relevant time as posing a threat to:
 - 8.1.1.1. the health and safety of any person;
 - 8.1.1.2. the structural stability, performance or physical integrity of the construction works or any part or component of the construction works;
 - 8.1.1.3. the normal life expectancy of the construction works or any part or component of the construction works; or
 - 8.1.1.4. not being in accordance with any relevant British Standard, relevant code of practice, good building practice or any applicable agreement certificate

issued by the British Board of Agrément; or having been supplied or placed on the market in breach of the UK version of Regulation (EU) No.305/2011, as it forms part of English law under the European Union (withdrawal) Act 2018 and the Construction Products Regulations 2013 (SI 2013/1387);

8.1.1.5. You must comply with the Construction (Design and Management) Regulations 2015;

8.1.1.6. when You consider that the Services are completed You shall notify Carter Jonas. If we agree, we shall then issue a completion statement. The date that such statement is issued shall be the date that the Services are deemed to have been completed; the following terms will apply in addition to the payment provisions set out in paragraph 3:

8.1.1.7. not less than three (3) days before payment is due Carter Jonas shall notify You of the amount of Fees that Carter Jonas believes are due and details of how such sum has been calculated; and

8.1.1.8. Carter Jonas is only obligated to pay the sum as set out in that notice.

whether written or oral. Neither You nor Carter Jonas relies on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

9.5. **Any variations must be in writing.** Such variations must also be signed by each of the parties to this Agreement.

9.6. **English law governs this Agreement.** The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

9. LEGAL STUFF

9.1. **You are an independent contractor.** This Agreement is a contract for the provision of services and not a contract of employment. Nothing in this Agreement is intended to or shall operate to create a relationship of employment, partnership or joint venture of any kind between the parties nor shall either party be authorised to act as agent for the other.

9.2. **This Agreement is between You and Carter Jonas.** No one else shall have any right to enforce any of its terms.

9.3. **All communications relating to this Agreement shall be in writing.** They may be delivered by email or by recorded delivery only to the party concerned at the relevant address as may be notified from time to time and any such communication shall take effect at 9.00 am on the second Business Day after posting (being a day, other than a Saturday, Sunday or public holiday in England).

9.4. **This Agreement contains all the terms agreed between the parties.** This Agreement supersedes any prior agreement, understandings or arrangements between the parties,