

## Schedule 2: Conditions of Appointment

The following terms and conditions will, in addition to the terms and conditions set out in the Terms, apply to each Appointment entered into (as evidenced in writing by a Purchase Order) in relation to projects, works or any Services provided by the Supply which are covered by the Construction (Design and Management) Regulations 2015, to include, but not limited to, all building and construction works, new build, demolition, refurbishment, extensions, conversions, repair and maintenance.

### 1. Definitions and Interpretation

1.1 In this Schedule 1 the following words and expressions shall have the following meanings:

**"Agreement Period"** means the period specified in the Purchase Order;

**"Appointment"** an appointment of the Supplier pursuant to a Purchase Order;

**"CDM Regulations"** means the Construction (Design and Management) Regulations 2015 as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;

**"Contract Sum"** the sum set out in the relevant Purchase Order subject to such variations as may be agreed under this Appointment;

**"Completion Certificate"** the certificate issued in accordance with clause 6.1;

**"Customer"** the relevant customer of G4S under the applicable Purchase Order;

**"Documents"** all drawings, designs, charts, specifications, plans and any other documents or materials (including any computer software developed by the Supplier used to generate them and any designs contained in them) but excluding internal memoranda and documents, working papers and templates, which have been created and/or developed by the Supplier in the course of performing its obligations under this Appointment;

**"Intellectual Property Rights"** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**"Making Good Certificate"** the certificate issued in accordance with clause 7.3;

**"Maintenance Period"** 12 months from the Works Completion Date;

**"Project"** the project more particularly described in the relevant Purchase Order;

**"Project Manager"** the relevant manager responsible for the Project at G4S;

**"Purchase Order"** the order for the Works issued by G4S to the Supplier;

**"Supplier"** the supplier entity set out in the Purchase Order;

**"Third Party Agreements"** agreements that G4S has in place with the Customer pursuant to which G4S is obliged to provide goods or services;

**"Variation"** a change to the Works or the order or period in which they are to be carried out pursuant to clause 4;

**"Works Completion Date"** the date upon which the Supplier must complete the Works in respect of a Project as specified in the Purchase Order or such other date as may be agreed or determined pursuant to clause 3.4 of this Appointment;

**"Works Start Date"** the date upon which the Supplier is to begin the Works as specified in the Purchase Order or as otherwise notified to the Supplier by G4S;

**"Works"** The works to be carried out and completed by the Supplier as more fully described in the Purchase Order including any Variation.

1.2 In these Conditions of Appointment references to the masculine include the feminine and references to the singular include the plural and vice versa as the context admit or requires.

### 2. The Works

#### Standard of Workmanship and Design

2.1 The Works and any variations or additions authorised by G4S shall be carried out in a good and workmanlike manner and in compliance with this Appointment, the Contract Documents and all relevant building regulations, building standards, statutory requirements and codes of practice.

2.2 All materials and goods for the Works shall, so far as procurable, be of the kinds and standards described in the Contract Documents. The Supplier shall not substitute any materials or goods so described without G4S's consent, which shall not be unreasonably delayed or withheld but shall not relieve the Supplier of his other obligations.

2.3 Where the Supplier is responsible for the Design the Supplier shall use all reasonable skill, care and diligence in the preparation of such designs to be expected of an appropriately qualified consultant providing professional services in connection with works of equivalent type, size and complexity to the Works.



- 2.4 The Supplier shall, in respect of the Design, use all reasonable skill, care and diligence to ensure the Works will satisfy in all respects any performance specification or requirements
- Prohibited Materials**
- 2.5 The Supplier warrants to G4S, that to the extent the Supplier either is obliged to specify or approve products or materials for use in the Works or does so specify or approve, the Supplier will not specify or approve any products or materials which are generally known within the Supplier's industry to be deleterious at the time of specification or use, in the particular circumstances in which they are used, or those identified as potentially hazardous in or not in conformity with:
- 2.5.1 the report entitled "Good Practice in the selection of Construction Materials 2011" published by The British Council for Offices in March 2011;
- 2.5.2 relevant British or European Standards or Codes of Practice; or
- 2.5.3 any publications of the Building Research Establishment related to the specification of products or materials.
- 2.6 If, in the performance of its duties under this Appointment, the Supplier becomes aware that it or any Supplier, sub-contractor, sub-consultant or other consultant appointed by G4S to provide services for the Project has specified or used, or authorised or approved the specification or use by others, of any of the products or materials referred to in clause 2.5 the Supplier shall immediately give written notice to G4S. This clause 2.6 does not create any additional duty for the Supplier to inspect or check the work of others which is not required by any other provisions of this Appointment.
- Location Risk**
- 2.7 In accepting this Appointment, the Supplier is deemed to have examined the Location to check the nature of the Works and the Location, the access to, risk and condition of the Location, the amount and location of the Works, the quality and quantity of materials and types of equipment and facilities needed for the Works and to have satisfied itself generally as to matters affecting the execution of the same. No failure on the part of the Supplier to discover or foresee any nature, extent, risk or condition relating to the Works or the Location will entitle the Supplier to any additional payment or time for the carrying out of the Works. The Supplier shall not be entitled to rely upon any survey, report or other document prepared by or on behalf of G4S regarding any such matter as is referred to in this clause 2.7 and G4S makes no representation or warranty as to the accuracy or completeness of any such survey, report or document. G4S shall have no liability arising out of or in relation to any such survey, report or document or from any representation or statement, whether negligently or otherwise made, contained in such survey, report or other document.
- Gas, Electricity and Water**
- 2.8 G4S will provide wherever possible gas, electricity and water services for the Works but gives no warranty or guarantee in relation to the provision of the same. G4S shall have no liability to the Supplier arising from the absence of or permanent or temporary non availability of, gas, electricity or water.
- Scaffolding**
- 2.9 The Supplier will be entitled for the purposes of carrying out the Works only to use any scaffolding belonging to or provided by G4S while it remains erected on the Location, provided that any use of such scaffolding will be with the express permission of G4S and in compliance with any of G4S's health and safety procedures.
- Plant, Equipment, Materials and Tools**
- 2.10 The Supplier shall supply, furnish, unload and store on Location all items necessary for the carrying out of the Works including materials, tools, tackle plant, transport, temporary accommodation and equipment necessary for the completion and satisfactory performance of its obligations under this Appointment except for such items as G4S shall agree in writing to supply or furnish for the use of the Supplier.
- 2.11 Use by the Supplier of any items of plant, equipment, materials and the like supplied by G4S shall be at the sole risk of the Supplier. The Supplier shall be responsible for any acts, loss or damage whatsoever resulting therefrom and no warranties or other liabilities shall be created or given either expressly or impliedly on the part of G4S by the reason of such supply. The Supplier shall make good at its own expense any loss, theft or damage to any such items.
- 2.12 The Supplier at its own expense is to make all provision for transporting, loading, sorting, storage, protection and insurance of its plant, equipment and materials and the like brought on to the Location and for their subsequent handling on Location. G4S is not liable for loss or damage to the same however so arising.
- Waste**
- 2.13 The Supplier shall handle and dispose of waste in accordance with the waste management plan for the Location or as otherwise directed by G4S. The place of work shall be left clean, safe and tidy. The Supplier will be responsible at its own cost, for obtaining any necessary licences in order to remove and dispose any such debris and waste. In the event that the Supplier fails to ensure compliance G4S shall be entitled without notice to arrange for the removal of all such waste and rubbish at the expense of the Supplier.
- Welfare Facilities**



2.14 Where G4S provides welfare facilities the Supplier shall be liable for any damage caused to the facilities by its operatives and shall reimburse G4S accordingly.

**Supplier's Location Personnel**

2.15 The Supplier shall keep upon the Location a competent person in charge and any instructions given to him by G4S shall be deemed to have been issued to the Supplier.

2.16 The Supplier shall not engage directly or indirectly or retain in any way any person to carry out any works on the Location unless such person holds a valid construction skills certification scheme card relevant to the work being undertaken by that person. The Supplier will also ensure that any individual carrying out works on the Location has the right to work at the Location site in accordance with all immigration rules and regulations.

**As Built Drawings**

2.17 Upon completion of the Project, in conjunction with any other consultants engaged on the Project, the Supplier shall provide to G4S copies of "as built" drawings (labelled "as built") and any documents relating to the operation of the Project, including but not limited to user operating and maintenance instructions. To the extent the same is available to the Supplier, upon written request from G4S, the Supplier shall provide to G4S the documents referred to in clause 2.17 in respect of any historic projects, subject to reasonable copying or reproducing costs. The documents referred to in this clause 2.17 shall be in the native format of the documents, hard copy, DVD format and such other format as G4S may specify.

**Third Party Agreements**

2.18 Two (2) copies of the whole or parts of the Third Party Agreements (excluding matters related to price and payment) have been or will be provided to the Supplier.

2.19 The Supplier shall design, carry out and complete the Works in conformity with G4S' obligations under the Third Party Agreements including, without limitation, those relating to provision of information and the giving of notice and permitting inspections.

2.20 The Supplier undertakes to G4S that he has performed and shall continue to perform his obligations under this Appointment in such manner and at such times so that no act, omission or default of the Supplier or any of the Supplier's employees, agents, sub-consultants and sub-contractors shall constitute, cause or contribute to any breach by G4S of any of its obligations under the Third Party Agreements.

**3. Works Start Date and Works Completion Date**

3.1 The Supplier shall commence the Works on the Works Start Date and shall complete the Works by the Works Completion Date. The Supplier shall proceed regularly and diligently to carry out

and complete the Works in accordance with any programme specified by G4S.

3.2 If in the opinion of G4S reasonable progress in the performance of the Works is not being maintained G4S may (without prejudice to any other rights) accelerate the progress of the Works by the employment of its own labour or of other Suppliers and any additional expense so incurred by it shall be deducted from any payment due under or shall be recoverable from the Supplier as a debt.

**Damages for Delay**

3.3 If the Supplier fails to complete the Works by the Works Completion Date the Supplier shall be liable to G4S for:

3.3.1 any loss or damage suffered or incurred by G4S and caused by such failure of the Supplier; or

3.3.2 if specified to apply in the Purchase Order the level of liquidated damages specified in the Purchase Order;

and any sum in respect of such liability shall be paid to G4S by the Supplier. G4S shall at the earliest reasonable opportunity give notice in writing to the Supplier that such loss or damage is being or has been suffered or incurred.

**Extension to the Works Completion Date**

3.4 If it becomes apparent that the Works will not be completed by the Works Completion Date due to:

3.4.1 any Variation; or

3.4.2 exceptionally adverse weather conditions; or

3.4.3 delay in carrying out of work by the relevant local authority or statutory undertaker; or

3.4.4 the carrying out of work by other suppliers engaged by G4S at the Location; or

3.4.5 an act of prevention by G4S (other than in accordance with this Appointment); or

3.4.6 any event beyond the reasonable control and contemplation of the Parties including acts of God, war, industrial disputes, protests, fire, flood, storm, tempest, explosion, acts of terrorism and national emergencies;

then the Supplier may, subject to clause 3.4 and 3.5 be entitled to an extension to the Works Completion Date, save where such delay is occasioned by a default of the Contractor.

3.5 The Supplier must within 7 days after the cause of the delay referred to in clause 3.3 has arisen make a written application including full and detailed particulars of the delay to G4S and G4S shall decide whether or not an extension of time



- to the Works Completion Date shall be granted and shall fix such later works completion date as may be reasonable. G4S shall inform the Supplier in writing within 28 days after receipt of the Supplier's application in accordance with this clause. The Supplier shall not be entitled to any extension of time where and to the extent the cause of delay is concurrent with a cause of delay not caused by the items listed in clause 3.3.
- 3.6 Any claim for an extension of time may be refused by G4S if it is not notified within the time frame set out in clause 3.4.
- 4. Variations to the Works**
- 4.1 G4S may order a change to the Works or the order or period in which they are to be carried out.
- 4.2 No Variation will be deemed to have been ordered where the necessity for the change to the Works or the order or period in which they are to be carried out is due in whole or in part to the failure of the Supplier to comply with this Appointment.
- 4.3 No Variation will be deemed to have been ordered until confirmed in writing by G4S. Unless the valuation of a Variation shall be agreed between G4S and the Supplier within 7 days of the order by G4S in accordance with clause 4.1 it shall be valued by G4S applying any rates set out in the Project Particulars, Contract Documents or, where this is not possible on a fair and reasonable basis
- 4.4 Upon determination of the value of a Variation under 4.3 the Supplier shall commence such work forthwith.
- 5. Authority of Project Manager**
- 5.1 References in this Appointment to G4S shall be deemed to include the Project Manager. The Supplier shall be entitled to assume and to rely on as a fact that any function exercised by the Project Manager under this Appointment has been authorised by G4S and the Supplier shall not be liable for any costs, claims, loss, damage or other expenses incurred or suffered by G4S in consequence of the compliance by the Supplier with any function exercised by the Project Manager which was not so authorised.
- 6. Completion of the Works**
- 6.1 When G4S considers (in its absolute discretion acting reasonably) that the Works have achieved satisfactory completion, G4S shall issue the Completion Certificate.
- 7. Maintenance Period**
- 7.1 G4S may at any time within the Maintenance Period request the Supplier to correct any defects in the Works (whether latent or patent) of whatsoever kind and the Supplier agrees to correct the defect within the following timescales:
- 7.1.1 Category A Defects – Emergency Repair rectify within 24 hours of receipt of notification;
- 7.1.2 Category B Defects – Urgent Repair rectify within 3 days of receipt of notification; and
- 7.1.3 Category C Defects – Standard Repair rectify within 7 days of receipt of notification.
- 7.2 No adjustment shall be made to the Contract Sum and/or the programme and no payment of any kind shall be due for such correction. If the Supplier does not remedy a defect within the required timescale set out within this clause 7, G4S may engage and pay other persons to remedy the relevant defect. The Supplier shall be liable for all additional costs incurred by G4S in connection with such engagement and an appropriate deduction shall be made from the Contract Sum, retention or shall be recoverable from the Supplier as a debt.
- 7.3 Upon rectification of all defects notified under clause 7 and at the end of the Maintenance Period, G4S shall issue the Making Good Certificate.
- Health and Safety General**
- 7.4 The Supplier will be required to carry out risk assessments for the Works in accordance with all relevant Health & Safety legislation and regulations. A copy of each risk assessment carried out by the Supplier must be supplied to G4S before the Supplier will be allowed to commence the Works. The Supplier will incorporate provisions equivalent to this clause 7.4 in any sub-contract for the execution of work on the Location relating to the Works.
- 7.5 Without prejudice any failure by the Supplier to ensure compliance with any or all of the provisions of this clause 7.5 including but not limited to any of G4S's health & safety procedures communicated to the Contactor will result in the Supplier being refused working access to the Location and any cost or expense whatsoever arising therefrom will be claimable from the Supplier by G4S.
- Personnel Protective Equipment**
- 7.6 The Supplier must supply all personnel employed or engaged by him to carry out the Works with the necessary and appropriate personal protective equipment required for the carrying out and completion of the Works.
- 7.7 The Supplier must supply all personnel employed or engaged to carry out the Works with the necessary and appropriate personal protective equipment required to counter hazards on adjacent sections of work or to meet risks to which those personnel employed or engaged on the Works could or might be exposed.
- 7.8 The Supplier must ensure that all personal protective equipment that he supplies is used or worn at all times as may be required in



	accordance with the Personal Protective Equipment at Work Regulations 1992 as the same may from time to time be amended, supplemented or replaced.		
	<b>CDM Regulations – Principal Contractor</b>		
7.9	The Supplier shall, if indicated by the Project Manager, perform all the functions and duties and exercise all the powers required of the Principal Contractor under the Construction (Design and Management) Regulations 2015 (“CDM Regulations”) and/or any subsequent or relevant regulations in force at the relevant time.	8.2	The Supplier shall be liable for, and shall indemnify G4S against, any expense, liability, loss, claim or proceedings in respect of any loss, injury or damage whatsoever to any property real or personal in so far as such loss, injury or damage arises out of or in the course of or by reason of the carrying out of the Works and to the extent that the same is due to any negligence, breach of statutory duty, omission or default of the Supplier or of any of the Supplier’s servants, agents or sub-contractors/sub-consultants.
7.10	Where the Supplier is not appointed as the Principal Contractor, as indicated by the Project Manager, the Supplier will:		
	7.10.1 perform all the functions and duties and exercise all the powers required of a contractor under the CDM Regulations; and		
	7.10.2 comply with all reasonable instructions of the Principal Contractor and promptly provide upon reasonable request any document and/or information required by the Principal Contractor under the CDM Regulations.		
	<b>CDM Regulations – Principal Designer</b>		
7.11	The Supplier shall, if indicated by the Project Manager, perform all the functions and duties and exercise all the powers required of the Principal Designer under the CDM Regulations.	8.3	The Supplier shall be responsible for and shall indemnify G4S from and against any claim for trespass, public or private nuisance (including, without limitation, any nuisance caused by noxious fumes, noisy working operations or the deposit of any material or debris on the public highway) or other interference with the rights and activities of any adjoining or neighbouring landowner, tenant or occupier or any statutory undertaker arising out of the carrying out of the Works, except only where such trespass, nuisance or interference is the consequence of a Variation or other instruction by or on behalf of G4S (which is itself not the result of any negligence, default or breach of contract by or on behalf of the Supplier or any of the Supplier’s servants, agents or sub-contractors/sub-consultants and has not been avoided despite the Supplier using all reasonable and practical means to avoid the same).
7.12	Where the Supplier is not appointed as the Principal Designer, as indicated by the Project Manager, the Supplier will:		
	7.12.1 perform all the functions and duties and exercise all the powers required of a designer under the CDM Regulations; and		
	7.12.2 comply with all reasonable instructions of the Principal Designer and promptly provide upon reasonable request any document and/or information required by the Principal Designer under the CDM Regulations.		
8.	<b>Personal Injury, Nuisance and Damage to Property</b>		
	<b>Personal Injury or Death</b>		
8.1	The Supplier shall be liable for, and shall indemnify G4S against, any expense, liability, loss, claim or proceedings whatsoever in respect of personal injury to or the death of any person arising out of or in the course of or caused by the carrying out of the Works, except to the extent that the same is due solely to any act or neglect of G4S, of any of G4S’ servants, agents or sub-contractor/sub-consultants or of any statutory undertaker.		
	<b>Injury or Damage to Property</b>		
			<b>Trespass and Nuisance</b>
			<b>Loss or Damage to Existing Structures and Contents</b>
		8.4	If during the carrying out of the Works there is any loss of or damage of any kind to any of the existing structures and/or contents then, upon its occurrence or later discovery, the Supplier shall forthwith give notice to G4S of its extent, nature and location.
		8.5	If there is material loss of or damage to any of the existing structures and/or contents, the Supplier’s engagement under this Appointment may within 28 days of the occurrence of such loss or damage be terminated at the option of G4S by notice given to the Supplier.
		8.6	If no notice of termination is served then:
		8.6.1	after any inspection required by the insurers has been completed, the Supplier shall, to the extent required by G4S, with due diligence restore the damaged structures, replace or repair any lost or damaged structures and or contents, remove and dispose of any debris and proceed with the carrying out and completion of the Works; and
		8.6.2	the Supplier shall not be entitled to any addition to the Contract Sum in respect of the restoration, replacement or repair of such loss or damage and (when required) the removal and disposal of debris.

- Loss or Damage to the Works**
- 8.7 If loss or damage affecting any executed work or Location materials forming part of the Works is occasioned by any risk covered by the insurance policy to be maintained pursuant to clause 9.8 then, upon its occurrence or later discovery, the Supplier shall forthwith give notice to G4S of its extent, nature and location.
- 8.7.1 Subject to clause 8.7.3, the occurrence of such loss or damage shall be disregarded in computing any amounts payable to the Supplier under this Appointment.
- 8.7.2 After any inspection required by the insurers has been completed, the Supplier shall with due diligence restore the damaged work, replace or repair any lost or damaged Location materials, remove and dispose of any debris and proceed with the carrying out and completion of the Works.
- 8.7.3 The Supplier shall authorise the insurers to pay all monies from such insurance to G4S. G4S shall pay all such amounts to the Supplier (without deduction of the Retention Percentage).
- 8.7.4 In respect of the restoration, replacement or repair of such loss or damage and (when required) the removal and disposal of debris, the Supplier shall not be entitled to any payment other than amounts received under the insurance policy to be maintained pursuant to clause 9.8.
- 9. Insurance**
- 9.1 Without prejudice to the Supplier's obligation to indemnify G4S under clause 8 the Supplier will, at its own cost take out and maintain the insurances detailed in clauses 9.5 and 9.8 and where specified by the Project Particulars the insurances detailed in clauses 9.4, 9.6 and 9.7 with reputable insurers carrying on business in the United Kingdom.
- 9.2 The Supplier shall, as and when reasonably required to do so by G4S and in any event promptly upon the date of the execution of Project Particulars, provide for inspection by G4S documentary evidence to demonstrate that the insurances required by this clause 9 have been and are being maintained properly. In the event that in G4S' reasonable opinion those policies do not effect proper cover in accordance with this Appointment, G4S may require the Supplier to effect and the Supplier shall effect such further insurance as G4S may reasonably require. If the Supplier defaults in taking out or in maintaining the insurances as required by clause 9.1 (or fails to maintain a policy as required), G4S may himself take out and maintain the policy against any risk in respect of which the default has occurred and the amount paid or payable by him in respect of premiums may be deducted by him from any sums due or to become due to the Supplier under this Contract or shall be recoverable from the Supplier as a debt
- 9.3 If the insurances required by this clause 9 are not available to the Supplier at commercially reasonable rates and terms (excluding any increase in premiums attributable to the actions, omissions, errors or defaults of the Supplier), the Supplier and G4S will meet and the Supplier will outline the steps he intends to take to manage such risks. The Parties shall use reasonable endeavours to agree a method of managing such risk.
- Public Liability Insurance**
- 9.4 Public liability insurance for a limit of indemnity of not less than £5 Million until the issue of the Making Good Certificate.
- Employer's Liability Insurance**
- 9.5 Employer's liability insurance for a limit of indemnity of not less than £5 million until the issue of the Making Good Certificate.
- Professional Indemnity Insurance**
- 9.6 Professional indemnity insurance for a limit of indemnity of not less than £5 Million throughout the period the Supplier maintains liability under this Appointment.
- Product Liability Insurance**
- 9.7 Product liability insurance for a limit of indemnity of not less than £5 Million throughout the period the Supplier maintains liability under this Appointment.
- All Risks Insurance of the Works**
- 9.8 All risks insurance of the Works against loss or theft of or damage to the Works to their full reinstatement value, unfixed materials and goods delivered to, placed on or adjacent to the Location and for use in connection therewith. Such insurance shall also extend to insurance of the Supplier's site huts, plant and equipment and in all cases shall be taken out in the joint names of the Supplier and G4S. The Supplier shall maintain such insurance from the Works Start Date until the issue of the Making Good Certificate.
- 10. Sub-contracting and Novation**
- 10.1 The Supplier shall not sub-contract any of the Works or any of its other obligations under this Deed without the prior written consent of G4S. If such consent is given, the Supplier shall:
- 10.1.1 not terminate the appointment of any sub-consultant/sub-contractor without the prior written consent of G4S;
- 10.1.2 remain liable for the performance of the Works as if such sub-consultants had not been appointed;
- 10.1.3 co-ordinate the involvement of the sub-consultants/sub-contractors into the Programme;



- 10.1.4 provide promptly such relevant information as may be necessary to enable the sub-consultants/sub-contractors to undertake that part of the Works for which it is appointed and shall use reasonable endeavours to ensure that all relevant information to be provided by each sub-consultant shall be produced punctually so as not to cause any delay to the progress of the Project.
- 10.2 Any sub-contracting, whether or not G4S has given its consent, shall not in any way relieve the Supplier from or reduce the Supplier's obligations and liabilities under this Appointment.
- 11. Construction Industry Scheme**
- 11.1 The Supplier shall when requested to do so by G4S provide evidence that it is registered with HMRC under the Construction Industry Scheme under the Finance Act 2004. The Supplier will be responsible for complying with the requirements contained or referred to under the Construction Industry Scheme under the Finance Act 2004.
- 12. Termination and Suspension of this Appointment**
- G4S' Right to Termination**
- 12.1 G4S shall be entitled, upon giving the Supplier thirty (30) days' notice in writing of its intention to do so, to terminate all or any part of the Supplier's engagement in relation to the Project.
- 12.2 If the Supplier without reasonable cause makes default by failing to proceed diligently with the Works or by wholly or substantially suspending the carrying out of the Works before satisfactory completion or by failing, pursuant to the Conditions of Appointment, or commits any other material breach of this Appointment G4S may give notice to the Supplier specifying the default and requiring it to be rectified. If the default is not rectified within seven days of the receipt of the notice G4S may by further notice to the Supplier determine the engagement of the Supplier under the relevant Works Order. Such determination shall take effect on the date of the receipt of further notice.
- 12.3 G4S shall be entitled by notice to the Supplier to immediately terminate the Supplier's engagement under this Appointment if the Supplier or any person employed by him shall have:
- 12.3.1 committed a material breach of clause 8; or
- 12.3.2 Used against G4S or any person employed by him actual or threatened violence or behaviour which provokes violence.
- Consequences of G4S' Termination (clause 12.1)**
- 12.4 Upon determination of the engagement of the Supplier under clause 12.1 the Supplier shall prepare an account setting out:
- 12.4.1 the total value of work properly executed and materials and goods properly brought to the Location for the purpose of the Works, such value to be ascertained in accordance with this Appointment as if the engagement of the Supplier had not been determined; and
- 12.4.2 the cost to the Supplier of moving or having moved from the Location all temporary buildings, plant, tools and equipment.
- 12.5 After taking into account amounts previously paid to the Supplier under this Appointment, G4S shall pay to the Supplier the full amount properly due in respect of this account within twenty eight days of the later of its submission by the Supplier, the completion of the Works or the making good of any defects therein.
- Consequences of G4S' Termination (clauses 8.5, 12.2-12.4)**
- 12.6 Upon determination of the engagement of the Supplier under clauses 8.5 or 12.2 to clause 12.4:
- 12.6.1 the Supplier shall immediately leave the Location;
- 12.6.2 G4S may engage and pay other persons to carry out and complete the Works and to make good any defects, and he and they may enter upon and take possession of the Location and the Works and (subject to obtaining any necessary third party consents) may use all temporary buildings, plant, tools, equipment and site materials for those purposes;
- 12.6.3 G4S may take reasonable measures to ensure that the Location, the Works and Location materials are adequately protected and that such Location materials are retained on Location; the Supplier shall allow and shall not hinder or delay the taking of those measures;
- 12.6.4 no further sum shall become due to the Supplier under this Appointment and G4S need not pay any sum that has already become due either:
- (a) insofar as G4S has given a notice or
- (b) if the Supplier, after the last date upon which such notice could have been given by G4S in respect of that sum, has become insolvent
- 12.6.5 following the completion of the Works and the making good of defects in them, or if G4S does not engage

others to complete the works then within 6 months of the date of termination, an account of the following shall be set out in a statement prepared by G4S:

- (a) the amount of expenses properly incurred by G4S, including those incurred pursuant to clause 12.6.2 and, where applicable, clause 12.6.3, and of any direct loss and/or damage caused to G4S and for which the Supplier is liable, whether arising as a result of the termination or otherwise;
- (b) the amount of payments made to the Supplier; and
- (c) the total amount which would have been payable for the Works in accordance with this Appointment;

12.6.6 if the sum of the amounts stated under clauses 12.6.5.1 and 12.6.5.2 exceeds the amount stated under clause 12.6.5.3, the difference shall be a debt payable by the Supplier to G4S or, if that sum is less, by G4S to the Supplier.

The provisions of this clause 14 are without prejudice to any other rights and remedies that G4S may possess

#### **G4S' Right to Suspension**

12.7 The Supplier accepts that G4S does not undertake to provide continuity of work and G4S may by notice to the Supplier suspend all or any of the works under this Appointment. If such notice is given and G4S has not within six months requested the Supplier to resume the works suspended, the Supplier may serve 30 days' notice on G4S requiring it to end the suspension. If G4S has not notified the Supplier within that 30 day period that the suspension is ended the Supplier may immediately by notice to G4S terminate its engagement in connection with the Project.

#### **Collateral Warranties**

12.8 The Supplier shall at G4S's written request and within 14 days of receipt of the necessary engrossment or engrossments enter into and execute collateral warranties, in favour of any Third Party.

12.9 The Supplier shall at the G4S's written request and within 14 days of receipt of the necessary engrossment or engrossments, procure from any sub-contractor engaged by the Supplier, executed collateral warranties in favour of the G4S and/or any Third Party.