

## CONDITIONS

This Order is issued subject to the following Conditions to be observed by the Contractor:

1. **DEFINITIONS:** In these Conditions the following expressions shall have the meanings hereby respectively assigned to them:
  - 1.1 'The Employer' means the Isle of Wight Council.
  - 1.2 'The Supervising Officer' (abbreviated to 'SO') means the Head of Property Services or such other person designated by him to supervise the Works.
  - 1.3 'The Works' means the work covered by this Order or which can be reasonably inferred therefrom.
  - 1.4 'NICEIC' means National Inspection Council for Electrical Installation Contracting.
  - 1.5 'IEE' means Institute of Electrical Engineers.
  - 1.6 'ACOP' means Approved Code of Practice.
  - 1.7 'COSHH' means Control of Substances Hazardous to Health.
2. **ACCESS TO SITE:**
  - 2.1 Provision for access will be arranged by the SO but the Contractor shall notify the head of the establishment immediately on arrival and state the purpose of the visit.
  - 2.2 All persons shall at all times be properly attired and presentable in appropriately identifiable uniforms or clothing.
  - 2.3 Representatives of the Contractor shall at all times carry identity cards in a form approved by the Authority.
3. **COMPLETION:** The Work shall be carried out within the period (if any) stated on the Order or, where none is stated, within a reasonable period. The Contractor shall inform the SO when, or if, delay is likely to occur.
4. **OPERATIVES:**
  - 4.1 The Contractor shall employ a competent person in charge to whom directions may be given by the SO.
  - 4.2 All operatives must be suitably trained and qualified to carry out the work. Electricians are to be NICEIC registered and conversant with current IEE Regulations. Gas installers must be on the 'Gas Safe' register.
5. **STATUTORY OBLIGATIONS:**
  - 5.1 The Contractor shall comply with all notices required by any statute, any statutory instrument, ruling or order or any regulation or byelaw applicable to the Works and shall pay all fees and charges in respect of the Works legally recoverable from him.
  - 5.2 All works shall comply with the Construction and Regeneration Act 1996: Part II Construction Contracts.
  - 5.3 The Contractor shall comply with the statutory obligations set down in the Race Relations Act 1976.
6. **HEALTH AND SAFETY AND WELFARE:**
  - 6.1 The Contractor shall at all times comply in all respects with the provisions and requirements of the Factories Act 1961, the Health and Safety at Work Act 1974, the Offices, Shops and Railway Premises Act 1963 and the Construction (Design and Management) Regulations 2007 or any statutory modifications or re-enactments thereof for the time being in force and any regulations or orders made thereunder in relation to all workpeople (including those employed by any Sub Contractor) employed on the site. Such accommodation as the Contractor is required to supply shall be cleared away on completion and the area made good.
  - 6.2 The Contractor shall comply with the current Control of Pollution Act.
  - 6.3 Noise: Comply generally with BS 5228 and do not use or permit employees to use radios or other audio equipment on site.
  - 6.4 Do not permit employees to smoke on the premises.
  - 6.5 All power tools and equipment, etc used shall be 110 volts.
  - 6.6 The Contractor shall inform the Council's Medical Officer of Health as soon as he becomes aware of any person on site suffering from a notifiable illness.
  - 6.7 The Contractor will ensure that he takes all practicable steps to ensure that no employee has any record of dishonesty, violence or child abuse.
  - 6.8 The treatment, removal and disposal of all hazardous waste shall comply with COSHH and all other current regulations.
  - 6.9 Keep the site free from rubbish and debris arising from the execution of the Works.
7. **ASBESTOS:** The Contractor must check the site Asbestos Register and report works likely to disturb identified ACM's to the Issuing Officer for instructions before proceeding.
8. **DEFECTS LIABILITY:** Any defects which appear within 3 months of the completion of the Works carried out under this Order arising from any failure or neglect on the part of the Contractor in the proper performance of the Order shall be made good by the Contractor at his own cost.
9. **INJURY TO OR DEATH OF PERSONS – DAMAGE TO PROPERTY – INSURANCES:**
  - 9.1 The Contractor shall be liable for and shall indemnify the Employer against any liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or death of any person whomsoever arising out of or in the course of or caused by the carrying out of the Works unless due to any act or neglect of the Employer, or of any person for whom the Employer is responsible. Without prejudice to his liability to indemnify the Employer, the Contractor shall maintain and shall cause any Sub Contractor to maintain such insurances as are necessary to cover the liability of the Contractor or, as the case may be, of such Sub Contractor in respect of personal injuries or deaths arising out of or in the course of or caused by the carrying out of the Works.
  - 9.2 The Contractor shall be liable for and indemnify the Employer against and insure and cause any Sub Contractor to insure against any expense liability, loss, claim or proceedings in respect of any damage whatsoever to any real or personal property to an amount not less than £10,000,000 for any one occurrence insofar as such damage arises out of or in the course of or by reason of the carrying out of the works and is due to any negligence, omission or default of the Contractor or any person for whom the Contractor is responsible or of any Sub Contractor or person for whom the Sub Contractor is responsible.
10. **PREVENTION OF CORRUPTION:** Without prejudice to other rights, the Employer shall be entitled to cancel the Order and to recover from the Contractor the amount of any loss resulting from such cancellation. If the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind or if the Contractor shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward the receipt of which is an offence under Sub Section (2) of Section 117 of the Local Government Act 1972 or any re-enactment thereof.
11. **MATERIALS AND WORKMANSHIP:**
  - 11.1 All materials shall be new unless otherwise agreed.
  - 11.2 All goods and materials used and all workmanship shall be not less than British Standard or British Standard Code of Practice quality.
  - 11.3 Due to "retention of title" clauses the Employer reserves the right to demand proof of title of any material on site before payment.
12. **EXISTING SERVICES AND FEATURES:**
  - 12.1 Notify and ascertain from all statutory authorities and undertakings the precise location of all mains service cables, pipes, ducts and the like.
  - 12.2 Protect and maintain all pipes, ducts, sewers, service mains, overhead cables, etc during the execution of the works and make good any damage at your own expense.
  - 12.3 Protect existing permanent features and reinstating the same, if damaged.