



## Service Solutions Group Ltd (including Subsidiary Companies) Service Agreement for Sub-Contractors

This agreement is dated the \_\_\_\_\_ of \_\_\_\_\_ 2011

And is between:

(1) **Service Solutions Group Limited** a company incorporated in England with registered office at Service Solutions House, Fairways Business Park, Fulwood, Preston, Lancashire, PR2 9WT (registered number: 6524561) and all of its associated companies (“the Company”); and

(2) \_\_\_\_\_ a sole trader, partnership or company incorporated in England and Wales with registered office at \_\_\_\_\_

\_\_\_\_\_ whose registered number (if applicable) is: \_\_\_\_\_ (“the Contractor”).

### Whereas

The Company and its associated companies are a provider of insurance claims management services, insurance claims validation, retail installation works and building restoration works;

and

the Contractor is a business that undertakes building restoration and retail installation works;

and

The Company wishes to employ the services of the Contractor and the Contractor wishes to provide its services to the Company undertaking building and installation works.



## Notice to Contractors

- a) The Company fully seeks to achieve the highest possible standards of care for employees, clients, sub-contractors, visitors and all others who may be affected by the Company's activities.
- b) To achieve the objectives set out in (a) above, it is a condition of this contract that Contractors shall comply with the Contractor Obligations and Requirements section of this agreement which forms part of the Company's Health and Safety Policy and Management System. For the avoidance of doubt the Obligation and Requirements section is the essence of this agreement.
- c) The Company strongly recommends that Contractors become part of an accredited health & safety body such as the Construction Skills Certification Scheme, Contractor Health & Safety Scheme (CHAS), Safe Contractor scheme, Trustmark or equivalent.
- d) For the purposes of Construction (Design & Management) Regulations 2007 the CDM Coordinator will be ATG Health & Safety Consultants Limited of Prospect House, 14 Ashfield Road, Chorley, Lancashire, PR7 1LH.

## 1 - Term

The Term of this Agreement shall come into force from the date of this agreement detailed on the first page and will continue in force unless and until terminated in accordance with Clause 8.

## 2 – Payment

- 2.1 The Contractors invoice should not be for any other amount than that of the purchase order provided to the Contractor by the Company.
- 2.2 Payment to the Contractor will only be made by the Company on receipt of a signed customer satisfaction note to be included with the invoice. Please note not applicable for Home Emergency repairs.
- 2.3 The Contractor must collect any insurance policy excess payments (for insurance reinstatement works) due directly from the customer at the end of the job if directed to do so by the Company. The Contractors invoice to the Company must be net of any excess payments received by Contractor if applicable.
- 2.4 For VAT registered Contractors, VAT is deemed to be included within the excess payment collected.
- 2.5 The Contractors invoice to the Company must be clearly split between labour and materials (net of vat) to allow the company to calculate relevant CIS deductions, **if applicable**.
- 2.6 **For home insurance claims:** No payment for a job will be released by the Company until the works have been inspected by an authorized employee of the Company and 'signed off' as appropriate. Interim payments will require a mid-stage progress verification by an authorized



employee of the Company. No payment will be made for any invoice should any part be in dispute. Should a complication, complaint or dispute arise (from any source) on a job following payment to the Contractor then the Company reserves the right to retain and withhold monies payable to the Contractor on any subsequent or ongoing jobs.

**For home emergency claims:** No payment for a job will be released by the Company until the works have been 'signed off' as appropriate. All costs must be authorized prior to being undertaken.

**Home Emergency and Maintenance Rates:**

Please see rate chart sent with this application form for all home emergency and maintenance rates. All rates are for initial callout and first hour on site, any additional hours charged at £35 + VAT\*\*. Any costs above the initial callout/ first hour on site must be authorized by Service Solutions Group prior to being undertaken – without authorization the invoice will not be paid.

*\*\*Rates subject to prior giving prior notification by the Company.*

All parts used must be a maximum of trade price + 20%. N.B. all parts costs will be audited and any over charges will not be paid. Travel costs will not be paid in postcode areas stated by contractors. In areas outside contractors stated areas any travel expenses must be agreed by Service Solutions in writing advance of commencing work.

**Maintenance** – Please note that if any remedial work is required following a boiler inspection/ annual boiler service please notify Service Solutions Group as this will be the customers responsibility.

- 2.7 All variations between the given schedule of works and the actual required work or extras must be strictly pre-authorized prior to the commencement of work.
- 2.8 The Contractor must provide the Company with its current CIS status, UTR number, company number (where the Contractor is a limited company) or national Insurance number (where the contractor is a sole trader), if applicable.
- 2.9 The Company will deduct and pay to the Inland Revenue all tax due under the current CIS scheme, if applicable. All payments to the Contractor will be net of CIS deductions.
- 2.10 The Contractor will be responsible for paying their own national insurance contributions
- 2.11 The Company will pay the Contractor upon the agreed payment terms from the date of receipt of an invoice from the Contractor (not from the date of the invoice).

**3 - Deductions/Set Off**

- 3.1 In the event that a complication, complaint or dispute arises on a job, for any reason, the Company reserves the right to charge a management fee to the Contractor for remedying the



complication, complaint or dispute. Such costs to be invoiced by the Company to the Contractor and paid by the Contractor within 7 days.

- 3.2 In the event that a complication, complaint or dispute arises due to poor workmanship or poor management by the contractor. After investigation by the Company it is found that the Contractor is at fault: if the cost of rectification is higher than the original job value (purchase order or schedule cost) the Contractor will forfeit payment for the job and pay all additional costs in remedying the complication, complaint or dispute. Such costs to be invoiced by the Company to the Contractor and paid by the Contractor within 7 days.
- 3.3 The Company reserves the right to make deductions and withhold payments in accordance with clauses 2.2, 2.6, 3.1 and 3.2 across and between its subsidiaries. For example; additional costs incurred by the Contractor for poor workmanship on a job being undertaken on behalf of Tradesmen Solutions limited may be deducted from monies owed to the Contractor by Service Solutions Direct Limited.

### **Contractor Obligations & Requirements**

#### **4 - Health & Safety**

- 4.1 The Contractor will ensure that all persons working on site shall be properly trained and/or be under adequate supervision and competent to undertake their duties without causing danger to themselves or others who may be affected by their acts or omissions.
- 4.2 All Contractors and persons under their control shall:
- 4.2.1 Familiarise themselves with the premises and means of fire evacuation.
  - 4.2.2 Note the location of the nearest First Aid facilities.
  - 4.2.3 Act upon audible alarms, notices and signs and the instructions of staff in cases of emergency.
- 4.3 The Contractor will be responsible for all persons within his control to have safely evacuated the site/ building or otherwise in cases of emergency.
- 4.4 Contractors and persons under their control shall comply with all relevant Health and Safety law and all Company Health and Safety rules.
- 4.5 All accidents must be reported immediately to the H&S Officer onsite.
- 4.6 Contractors are not relieved of any of their duties or obligations under statute or common law and any breach of Company Health and Safety rules, legal requirements or codes of practice may lead to the suspension or termination of the contract at the Contractors own expense.



- 4.7 No faulty equipment or tools shall be taken onto site. All tools used must be handled by persons trained and competent in their use. The use of tools on site will be subject to:
- 4.7.1 Evidence of safety will be required upon request for certain items such as portable and transportable electrical equipment and electric tools, climbing safety equipment, pressure systems and any other equipment required to carry out the work.
  - 4.7.2 110v electrical tools are preferred. If 240v tools are used, they must be double insulated and RCD protected. All extension leads must be properly terminated with the appropriate plugs/sockets and have no joints.
- 4.8 Personal protective equipment shall be worn where necessary and all such equipment shall be suitable, provide adequate protection and be properly maintained.

## **5 - Insurance**

- 5.1 All Contractors shall have all relevant insurances in place including but not limited to active insurance cover for Public Liability and All Risks with a minimum level of cover of £2,000,000.00 (two million pounds).
- 5.2 The Contractor will supply to the Company copies of all current certificates of insurance. Upon the expiry of an insurance certificate the Contractor will immediately supply to the Company proof of renewal or a new insurance certificate.
- 5.3 The Contractor will at their own expense provide to either the Customer or the Company an insurance backed guarantee or warranty for the work undertake if so requested by the Company.
- 5.4 No work is to be undertaken by a Contractor who does not hold sufficient insurances as stated in clause 5.1.

## **6 – Works**

- 6.1 If Applicable, Contractors will be issued with a scope of works (building schedule), purchase order and blank customer satisfaction note for every job that they undertake for the Company and should not commence work to a property without these documents.
- 6.2 Contractors should not undertake any work that is not detailed on the building schedule, without authorisation and an amended purchase order from the Company. If necessary, work should be put on hold, until authorisation for extra work is obtained from the relevant party, and this authorisation is then passed on to the Contractor following the correct procedures



- 6.3 The Contractor must ask each customer to sign a satisfaction note at the end of every job to confirm that they are satisfied with the work carried out. For the purposes of this contract the Company will not consider the job to be finished until the Contractor obtains a signed satisfaction note. Please note not applicable for Home Emergency repairs.
- 6.4 The Contractor is required to purchase and supply all materials and equipment required for the job unless instructed otherwise by the Company
- 6.5 The Contractor is required to sheet up and/ or remove debris for every job undertaken for Service Solutions Group as a matter of course and provide a vacuum cleaner. The customer's cleaning facilities/products must not be used.
- 6.6 The Contractor is liable for any damage caused to a customer's property.
- 6.7 The Contractor must contact the customer within 24 hours of a job being passed to the Contractor to arrange a mutually convenient date for the work to be undertaken/ commencement of work for home insurance repairs. For Home Emergency claims the customer must be contacted within 2 hours.
- 6.8 The Contractor should provide the customer with a start date for the works to begin within a two week period and this information should be forwarded to the Company. For Home Emergency claims the contractor should provide the customer with a start date and appointment timeframe, to be within 24 hours.
- 6.9 The Contractor must arrive at the customer's property at the arranged time – if the Contractor cannot attend or is going to be late, they must contact the customer and inform them accordingly.
- 6.10 The Contractor's contact with customers should at all times be courteous and polite.
- 6.11 The Contractor must never discuss money with the client under any circumstance except for the collection of any excesses due and only where the Contractor has been given permission by the Company to do so.
- 6.12 Work must always be of a high standard and completed in reasonable time.
- 6.13 The Contractor acknowledges that it is responsible for all aspects of Health & Safety whilst carrying out work to the customer's property.
- 6.14 A minimum 24 month guarantee must be provided to the customer by the Contractor as per the terms agreed with the Company, 12 month guarantee for Home Emergency where a permanent repair has been given. Any parts replaced will be covered under the parts manufacturers' warranty.
- 6.15 The Contractor must abide by the Terms and Conditions of the Company which are displayed on the Company's websites.



- 6.16 The Company terms take precedence over any of the Contractors' own terms (including Romalpa clauses) and the Contractor waives its rights to any common law liens it may have over materials used. The terms of this agreement may be changed at any time by the Company and the Contractor acknowledges that its continued provision of the services constitute acceptance of these changes.
- 6.17 For the avoidance of doubt the Contractor acknowledges that the Contractor is contracting with a subsidiary of Service Solutions Group Limited and agree that the Contractor shall only look to the Company for payment of building repairs, related costs and invoices and the Contractor shall not seek to recover such sums from the insured and/or the intermediary and/or the relevant insurer or any other party. The Contractor acknowledges and agrees that the insured and/or the intermediary and/or the relevant insurer are entitled to rely on the provisions of this wording pursuant to rights under and/or in connection with the Contracts (Rights of Third Parties) Act 1999.

## **7 - Confidentiality**

- 7.1 The Contractor shall at all times keep secret and confidential all information relating to The Company, its business, finances and affairs or that of any of its subsidiaries and the projects, business, finances and affairs of its clients or customers and shall not use or disclose to any person any information which The Contractor acquires from The Company in connection with or as a result of this agreement or any information relating to the work which arises out of The Contractor's services under this agreement unless and until The Contractor establishes that such information in its entirety is or has become public knowledge otherwise than by unauthorised disclosure in breach of this clause.
- 7.2 The Contractor shall, on demand at any time and without demand on the termination of this agreement for any reason whatever, forthwith deliver up to The Company all records, reports, documents, drawings and other papers and all copies and extracts of them made or acquired by The Contractor in the course of this agreement which shall be the property of The Company and may only be used for the purpose of the work.

## **8 - Termination**

- 8.1 The Company may terminate this Agreement immediately for any reason at any time by giving either written or verbal notice to the Contractor.
- 8.2 Either party may terminate this Agreement immediately by giving written notice to the other party if the other party:
- 8.2.1 commits any material breach of any term of this Agreement, and:



8.2.2 the breach is not remediable; or

8.2.3 the breach is remediable, but other party fails to remedy the breach within 7 days of receipt of a verbal or written notice requiring it to do so; or

8.2.4 persistently breaches the terms of this Agreement.

8.3 Either party may terminate this Agreement immediately by giving written notice to the other party if:

8.3.1 the other party:

- i) is dissolved;
- ii) ceases to conduct all (or substantially all) of its business;
- iii) is or becomes unable to pay its debts as they fall due;
- iv) is or becomes insolvent or is declared insolvent; or
- v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

8.3.2 an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;

8.3.3 an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this Agreement);

8.3.4 (where that other party is an individual) that other party dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.

## **9 - Effects of Termination**

9.1 Upon termination all the provisions of this Agreement will cease to have effect, save that the following provisions of this Agreement will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Clauses

9.2 Termination of this Agreement will not affect the Company's accrued rights as at the date of termination.



- 9.3 Immediately upon termination the Contractor will:
- 9.3.1 Leave site of any active jobs currently being worked on (ensuring the site is safe and in a clean and tidy condition)
  - 9.3.2 Desist from all communication with the customer
- 9.4 Within 14 days of the termination of this Agreement, the Contractor will:
- 9.4.1 return to the Company or dispose of as the Company may instruct all documents and materials containing Confidential Information of the Company; and
  - 9.4.2 irrevocably delete from its computer systems all Confidential Information of the Company.
- 9.5 Upon Termination of this agreement the Company reserve the right to withhold all funds payable to the Contractor for a period of 120 days. During this 120 day period the Company will use its best endeavors to ascertain if there is any financial liability for the Company, its representatives and affiliates due to the termination of the contract. Should any liability be found the Contractor authorises the Company to use the withheld funds in any way the Company considers fit (as a contribution or otherwise) towards the resolution and discharge of such liability.
- 9.6 Following the termination of this Agreement for any reason, the contractor shall not make any contact with the Company's customers, be they domestic or commercial customers, for any purpose unless it seeks and receives the Company's prior written consent. Further and in any event the Contractor shall not:
- 9.6.1 seek or solicit any business of the Company's domestic (private individual) customers for itself or any third party for a period of 6 months following the termination of this Agreement; or
  - 9.6.2 seek or solicit any business of the Company's commercial (retailers & insurers) customers for itself or any third party for 6 months within a 10 mile radius of any store or branch of the commercial customer, following the termination of the Agreement.

## **10 - Dispute Resolution**

- 10.1 Both parties shall each use their respective reasonable endeavors to negotiate in good faith and settle amicably any dispute arising out of or relating to this Agreement in accordance with the following procedure;
- 10.1.1 a senior representative of each of both parties will meet within 7 working days (or such other period as is agreed) of receipt of a written notice to meet from the other party to negotiate in good faith to settle the dispute;



10.1.2 both parties shall each ensure that their respective representatives shall use all reasonable endeavors to reach a reasonable resolution to the dispute;

10.1.3 if any such dispute cannot be settled amicably through ordinary negotiations by the respective representatives in accordance with the above then either party may take whatever action is available to it at law and apply to the courts of England and Wales for resolution of the dispute or we may agree to refer the dispute to the Centre for Dispute Resolution for resolution using its mediation procedure.

#### **11 - No Partnership**

The parties are not partners or joint venturers nor is The Contractor an employee of The Company.

#### **12 - Assignment**

This agreement is with The Company although it may sub-contract or assign any of its rights or obligations without the prior written consent of The Contractor.

#### **13 - Variation**

13.1 The terms of this agreement can be changed, altered or amended by The Company without prior notice and the Contractor acknowledges that its continued provision of the services constitute acceptance of these changes.

13.2 The Company will endeavor to communicate any changes to the terms of this agreement to the Contractor but is not obliged to do so. From time to time the Company will post its contractors terms on its websites – [www.tradesmensolutions.co.uk](http://www.tradesmensolutions.co.uk) and [www.servicesolutionsgroup.co.uk](http://www.servicesolutionsgroup.co.uk).

#### **14 - Governing Law and Jurisdiction**

This agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

IN WITNESS WHEREOF the parties have signed this agreement the day and year first above written.

SIGNED for/on behalf of Service Solutions Group Limited

before this witness:

Witness signature:

Witness name:



Witness address:

SIGNED for/on behalf of the Contractor

before this witness:

Witness signature:

Witness name:

Witness address: