



Romec Group
TERMS & CONDITIONS OF CONTRACT (including Health, Safety and Environment Compliance)
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*******ALL CONTRACTORS*****Before your employees start a job on site:-**

They must:-check the Site Log Book* <u>each day</u> to find out about the site -	Site specific safety rules	Asbestos presence	Operating instructions they may need	Look for other contractors working on site today		
They must:- fill in the site log book*	Give a short description of the job	Give the job number	Put in the names of all operatives	Sign out when finished for the day		
They must:- ask the Person in Control to explain the site rules on:	Fire Safety	Evacuation	Vehicle movements			
They must:- tell the Person in Control what works they are going to do. Remember -	The Person in Control can ask to see your safe system of work at any time	Tell the Person in Control (and any other contractors) about any changes or new risks	Staff and other contractors may be working around them			
You must ensure your operatives have permits for -	Hot works – cutting, grinding welding	Confined space entry	High voltage work	Work on or near live electrics	Short term cuts of fire safety systems	Work in restricted areas
Risks:- Your operatives should have with them -	The Royal Mail Contractor Health & Safety booklet and Photo ID	Suitable Personal Protective Equipment (PPE)	A site specific Risk Assessment and Safe System of Work	Know the hazards and work out how to control the risks they face	Follow your system of work safely	
If the work involves the any of the following you must:						
F-Gas		Gas		All accidents which are 3 or more days lost time or RIDDOR should be reported to Romec immediately. An accident investigation report which details the control measures to prevent recurrence of the accident and timescale for implementation should be issued to Romec within 7 days.		
Complete the plant record or form ROM04/62 for works completed. Provide 2 copies of service records, RAM's and Waste Consignment note, 1 must be left in the site log book and 1 copy sent to waste.documentation@romec.co.uk or by post to Risk Based Maintenance Queries, c/o SHEQ Administrator, Romec Ltd, Airedale House, Landmark Court, Revie Road, Leeds LS11 8JT		Be registered with GasSafeRegister, and be working within your qualifications. You MUST put a properly completed copy of your work records for the work in to the site log book. You must include details of commissioning, strength, and tightness testing within your work records in the site log. You must apply the gas unsafe situations procedure if necessary.				
***** All Contractors *****		Your operative must telephone the automated on and off siting telephone number given on the front of the PO.				
		You must not sublet or subcontract the works or any part of it without Romec's written consent. Only suitably accredited/qualified subcontractors may be used for the trades concerned.				



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1. The following terms and conditions shall apply to this Order, unless reference to a specific contract is given overleaf, in which case the terms and conditions of that contract shall apply instead.
2. **Definitions**

"Purchaser" means the Romec Group company named on the face of the Order. "Order" means this Purchase Order placed with the Supplier to supply goods and/or Services to The Purchaser. "Supplier" means the person, firm or company named as such on the face of this Order. "Services" means work to be performed by the Supplier for The Purchaser as referred to and/or described on the face of this Order and anything created or produced as a result of or by the Services. "Specification" means the technical requirements to which the Goods and/or Services supplied to The Purchaser must conform as identified on the face of this Order.
3. **Assignment**

The Supplier shall not sublet or sub contract the Order or any part thereof, nor make any sub contract with any third party, without prior written consent of The Purchaser.
4. **Corruption**

The Purchaser may terminate this Order and recover from the Supplier any losses resulting from such action if the Supplier has offered or given any person a bribe of any kind or any gift that could be perceived to be a bribe, or an inducement in relation to the obtaining or execution of the Order.
5. **Intellectual Property**

The Purchaser retains all rights in any materials, items and information issued to the Supplier who may only use such for the purpose of performance of the Order and the Supplier must treat such material as confidential. Such material must be returned to The Purchaser immediately upon demand. Unless otherwise agreed all copyright and design rights and other rights in the Goods and Services shall vest in The Purchaser upon their creation, (except patents). The Supplier shall do all such things and execute all such documents as The Purchaser may require in order to perfect such vesting. The Supplier will ensure that it includes corresponding provisions in contracts with their sub-contractors and suppliers.
6. **Price Variation**

The prices as stated on the Order shall be held firm for the period and/or quantity stated unless specifically stated otherwise.
7. **Liability**
 - (a) Neither party excludes or limits liability to the other for death or personal injury as a result of its negligence. The liability of either party under this Order for direct or consequential loss of, or damage to, the tangible property of the other party shall be limited to five million pounds sterling in respect of each event or series of connected events unless a different limit is stated on the Order.
 - (b) The Supplier confirms that it will comply with all laws, regulations, codes of practice, statutory requirements, rules, guidance, directives or similar applicable to the performing the works or services (including but not limited to such matters relating to health and safety and data protection) and will satisfy and fully indemnify the The Purchaser against any claims arising from breaches thereof.
8. **Insurance**

Where the Supplier is performing Works or Services on The Purchaser's or The Purchaser's Client's premises, the Supplier shall take out and maintain Public Liability Insurance cover of five million pounds sterling, unless a different amount is stated on the Order. If requested, the Supplier shall provide The Purchaser with a copy of such insurance policies or certificate giving details of the insurance cover. If the Supplier fails to take out and maintain insurance pursuant to this clause, The Purchaser shall be entitled to effect such insurance on the Supplier's behalf and the Supplier shall, on demand, reimburse The Purchaser for the premium paid by The Purchaser. The Supplier shall also carry such Insurance Cover to cover its obligations under statute law, including but not limited to Employers Liability Insurance.
9. **Documents**

All Advice Notes, Delivery Notes, Packing Notes and invoices shall be clearly marked with the Supplier's name and address, The Order number, item code, description and Delivery Address.
10. **Quality and Performance**

The Goods and/or Services shall conform with the Specification, be of sound design, materials and workmanship, fit for the purpose for which they are procured, be capable of the required performance and be of satisfactory quality. All work performed under the Order must be executed in an efficient and professional manner to the highest prevailing standards and to the satisfaction of The Purchaser.
11. **Inspection and Testing**

Before despatching Goods the Supplier shall, and if previously agreed, The Purchaser may, inspect and test them for compliance with the Specification and/or any other provisions of this Agreement. The Purchaser reserves the right to assess the Services for compliance with the Specification and any other provisions of the Order. If in The Purchaser's opinion the Goods and/or Services do not comply with the Specification, The Purchaser shall inform the Supplier accordingly in writing and the Supplier shall take such steps as may be necessary to ensure such compliance, if so required by The Purchaser.
12. **Delivery**

Unless the Order specifies that The Purchaser will collect the Goods, the Supplier shall deliver the Goods to the address(es) and on the date(s) specified, and in accordance with any special delivery instructions specified in the Order. Risk in the Goods will pass to The Purchaser upon delivery, Title will pass to The Purchaser upon payment. The passing of Title and Risk is without prejudice to any right of rejection which may be exercisable by The Purchaser.
13. **Extension of Time**

If for any cause beyond the reasonable control of the Supplier, delivery of the Goods or performance of the Services is delayed, the time for delivery/performance may be extended with the written permission of The Purchaser, by a reasonable period. Notification of anticipated delay must be communicated to The Purchaser at the earliest possible opportunity indicating the reasons for the delay.
14. **Damage or Loss in Transit**

Any Goods lost or damaged in transit shall be restored or replaced by the Supplier at the Supplier's expense, to The Purchaser's satisfaction. Delivery shall not be deemed to have taken place until restoration has taken place to the satisfaction of The Purchaser or replacement goods have been accepted. Goods shall be deemed not to have been delivered if receipt by an authorised officer of The Purchaser cannot be produced.
15. **Guarantee and Indemnity**

The Supplier shall make good at its own expense all defects found in the Goods or Services during a reasonable period beginning when The Purchaser first uses them. This period shall be a minimum of 12 months but may be extended if the Seller offers a Warranty period or according to the reasonable life expectancy of the Goods or Service. This does not affect The Purchaser's statutory rights.
16. **Terms of Payment**

Unless stated to the contrary in the Order The Purchaser will make payment to the Supplier sixty (60) days nett monthly following the receipt of a valid VAT invoice setting out the goods delivered or services carried out as well as such other evidence of delivery/completion as The Purchaser may require, provided that such sums shall be due and payable if the goods have been delivered or services have been carried out to the reasonable satisfaction of The Purchaser.
17. **Commitment**

Unless this is a "Call-Off Order" under a Call-Off or Term Agreement referenced on the Order, The Purchaser's obligations to the contractual and/or trading relationship with the Supplier apply only to the purchase of the goods, service or works specified on the Order. The placement of the Order does not commit The Purchaser to any further contractual obligations or trading relationship beyond the works specified, implied or otherwise.
18. **Termination**

The Purchaser may terminate the order forthwith at any time by notice in writing, without prejudice to the accrued rights of the Parties. The Supplier will be entitled to payment for such of the Works and Services as have been completed as at termination but The Purchaser will not have any liability for any loss of fee or profit or otherwise arising from such termination.
19. **Corporate Hospitality & Gifts**

All Suppliers are required to keep a register of any hospitality and gifts offered to any Romec employee. This register should be made available upon request to Romec and should include approximate value, offer dates and recipient names
20. **Applicable Law**

This Contract shall be subject to English law and the jurisdiction of the English Courts.