



KNIGHTS BROWN CONSTRUCTION LTD AGENCY LABOUR SUPPLY ORDER – CONDITIONS OF ORDER

KBCL hereby appoint you as the Supplier to provide to us labour upon and subject to the terms and conditions of the Supply Order.

- 1. DEFINITIONS:** In these Conditions of Order the following expressions have the meaning as defined below; **“Supply Order”** means the order under which Knights Brown Construction Limited has ordered the supply of Labour from the Supplier and to which these conditions relate
The **“Supplier”** means the party to the Supply Order to whom the Labour Supply Order is addressed and includes its successors, assigns or personal representative
“KBCL” means Knights Brown Construction Limited
“Agency staff” means white collar staff such as but not limited to engineers, site managers, foreman, surveyors, administrators.
“Notification” means in writing to the KBCL HR department, at the following email address hr@knightsbrown.co.uk.
“IR35 rules” means the HMRC off-payroll working rules for clients, workers (contractors) and their intermediaries. In respect to the IR35 rules, **“intermediary”** (usually a limited company) will normally be a worker’s personal service company, but could also be a partnership, a managed service company, or another person.

- 2. LABOUR:** The supply of such labour for work forming part of the KBCL Works as KBCL may require from the Supplier from time to time by instructions from KBCL to the Supplier. The classes of labour for which such instructions may be given are those for which a rate is stated in the Labour Supply Order and such further classes of labour, if any, for which KBCL and the Supplier subsequently agree in writing rates to be added to the Supply Order for the purposes of the fulfilling KBCL’s work.

- 3. SUPPLY ORDER:** Consists of the Supply Order including these conditions referenced to therein and all documents (if any) explicitly referenced within the Supply Order. If any document included in the Supply Order includes any standard conditions (printed or otherwise) of the Supplier, then such conditions shall be deemed to be excluded from the Supply Order and not applicable except only if any of those conditions are expressly stated in the Supply Order.

These Conditions of Order shall prevail in the case of any inconsistency between the Supply Order and any other document included within, referenced in or appended to the Supply Order.

- 4. SITE WORKING DAYS AND HOURS FOR THE LABOUR:** The working days are the site hours as stated in the Supply Order. If no hours are stated, the standard hours are Monday to Friday 07:00 to 17:00.

- 5. TRANSPORT AND/OR OTHER THINGS TO BE PROVIDED FOR THE LABOUR:**

ITEM	PARTY TO PROVIDE SUCH ITEM
(1) Transport to and from the KBCL Works:	The Supplier
(2) Personal protection equipment:	The Supplier
(3) Hand Tools	The Supplier
(4) The use of shared welfare facilities	KBCL

- 6. HEALTH AND SAFETY:** The Labour must comply with the Knights Brown Health and Safety Policy and the KBCL Sub-Contractor HSQE Requirements (appended to the Supply Order or available on request).
- 7. SUPPLY ORDER PRICE:** The Supply Order Price is sum of the amounts calculated by applying the rates stated in the Supply Order to the times properly recorded as having been worked by the Labour on the Site of the KBCL Works.
- 8. RATES FIXED UNTIL:** The date stated in the Supply Order (*if no date is stated, the rates are fixed until the expiry of twelve months from the date of this Supply Order*).



9. PAYMENT DETAILS:

Valuation dates: the valuation dates are the last day of each month during which there are any relevant times worked.

Payment period (final date for payment): The payment period is the period stated in the Supply Order (if no period is stated, the payment period is thirty-five days). The payment becomes due seven days before the final date for payment.

Discount: The discount is the discount amount stated in the Supply Order (if any). If no amount is stated in the Supply Order, the Discount is NIL.

10. MINIMUM PERIOD OF NOTICE FOR INSTRUCTING OR CANCELLING THE SUPPLY OF ANY LABOUR: if no period is stated in the Supply Order, the minimum period is 48 hours.

11. REQUIRED INSURANCES TO BE MAINTAINED BY THE SUPPLIER (REFERENCE CLAUSE 12.14):

TYPE OF INSURANCE	REQUIRED	MINIMUM AMOUNT
Employer's liability Insurance:	Yes	£5m (or as required by the law, whichever is the greater)
Third Party / Public Liability Insurance:	Yes	£5m

12. OTHER MATTERS (IF ANY): The Labour must comply with the KBCL Social Media Policy Applicable to Sub-Contractors and the Sub-Contractor's Persons appended to the Supply Order or available on request

13. SUPPLY ORDER CONDITIONS:

13.1 In this Supply Order, "the Labour" means the labour supplied by or on behalf of the Supplier under the Supply Order, "the Supply Order Price" has the meaning assigned to it in Clause 7 and words importing the singular also include the plural and vice-versa where the context requires.

13.2 KBCL may entirely at its discretion from time to time issue written instructions to the Supplier for the supply of labour of the kind referred to in Clauses 2 for such time or times as KBCL may require and specify in such written instructions, subject to the minimum period of notice stated in Clause 10. The Supplier shall comply with and be bound by such written instructions, if any, subject however to any cancellation effected in writing by KBCL.

13.3 KBCL shall not be under any obligation to procure from the Supplier all or any of the labour referred to in Clause 2. KBCL shall be entitled to employ other suppliers and/or use its own resources for the supply of all or any such labour. KBCL does not accept any liability as to the amount, scope, frequency or continuity of any such supply that may be required under the Supply Order. The Supplier hereby warrants and undertakes to KBCL that there has not been at any time any undertaking or representation, whether express or implied, by or on behalf of KBCL as to any of the matters referred to in this Clause 13.3. For the avoidance of any doubt, the provisions of clause 4 as to working days and hours shall not affect the provisions of this Clause 13.3 or Clauses 13.2 and 13.4.

13.4 KBCL may entirely at its discretion from time to time issue written notices to the Supplier cancelling, whether in whole or part, the supply of any labour instructed pursuant to the Supply Order, subject to the minimum period of notice stated in Clause 10. The Supplier shall comply with and be bound by such written notices. KBCL shall not be liable to the Supplier for any loss, expense or damage arising out of or in connection with any such written notices of cancellation.

13.5 The Supplier hereby undertakes to KBCL to be available at no extra cost to KBCL to receive and act on any written instructions and any written notices issued from time to time under Clauses 13.2 and 13.4 respectively.

13.6 The Supplier shall supply the Labour in accordance with the Supply Order. The Supplier shall provide such details of the proposed or actual Labour as KBCL may require for the proper execution of the KBCL Works, including but not limited to details required for safety and security. The Supplier shall not supply or continue to supply any person to whom KBCL objects for any reason. KBCL may at any time require the Supplier to remove or cause to be removed from the Site any person supplied by or on behalf of the Supplier under the Supply Order, in which event the Supplier shall comply with and be bound by such requirement. The Supplier shall keep proper and detailed records of the engagement of the Labour. The Supplier shall allow KBCL access to such records, as and when reasonably required by KBCL

- 13.7 The Supplier shall by the end of each day on which any Labour is supplied provide KBCL with a written record specifying the Labour and the respective times properly worked pursuant to the Supply Order that day, signed on behalf of the Supplier and by KBCL's authorised representative. No such written record signed or agreed on behalf of KBCL shall be taken as an instruction for the supply of the labour so recorded or as acceptance of liability for payment for such supply beyond that required under the Supply Order.
- 13.8 The Supplier shall provide all things necessary for the supply of the Labour and work by the Labour pursuant to the Supply Order, except only the things, if any, to be provided by KBCL as stated in the Supply Order and in Clause 5.
- 13.9 The Supplier shall not assign the Supply Order or sub-let the supply of the Labour or any part of the same without the prior express written consent of KBCL. Any such consent shall not be regarded as relieving the Supplier of any of his obligations or liabilities under the Supply Order. The Supplier shall be fully responsible for the Labour.
- 13.10 The Supplier shall not act upon any instruction or notice that may affect the supply of the Labour or any work by the Labour pursuant to the Supply Order and which is received by him other than directly from KBCL.
- 13.11 The Supplier shall be responsible for the protection and care of all things supplied by the Supplier, provided to the Supplier by KBCL or brought on to the Site by the Labour and shall make good all loss of or damage occurring to the same.
- 13.12 The Supplier shall immediately effect the insurances required by Clause 11 and maintain them for the period necessary to cover the corresponding liabilities of the Supplier arising in connection with the supply of the Labour. Unless otherwise stated in the Supply Order, the insured amounts shall be for each occurrence or series of occurrences arising out of one event. The requirements for insurance shall not however be construed as limiting the Supplier's obligations or liabilities under the Supply Order or otherwise.
- 13.13 The rates for any Labour required and properly supplied after the fixed rate expiry date, if any, stated in the Supply Order or effective pursuant Clause 8 shall be such rates as may be specifically agreed in writing between KBCL and the Supplier for such Labour or, in the absence of such agreement, the rates stated in the Supply Order with a fair and reasonable adjustment in the circumstances.
- 13.14 The Supply Order Price shall be paid as provided in this Supply Order. The sum that shall become due on the payment due date shall be the Supply Order Price for the relevant times pursuant to Clause 7 as at the relevant valuation date and as determined and specified in writing by KBCL to the Supplier, less discount as provided in Clause 9, the construction industry training board levy (unless it is not applicable to the Supply Order) and sums previously due for payment on account of the Supply Order Price.
- 13.15 Without prejudice to any other right or remedy of KBCL, KBCL shall be entitled to deduct and withhold from any sum otherwise due from KBCL to the Supplier under the Supply Order any sum due from the Supplier to KBCL whether in connection with the Supply Order or otherwise.
- 13.16 KBCL shall be entitled to correct any sum for payment determined by KBCL under the Supply Order if the determination contained any error or omission, in which event the resultant difference shall be paid as directed by KBCL.
- 13.17 Labour operating within a Personal Services Company including, but not limited to, plant operators, ground workers, labourers will be deemed to fall in scope of IR35 rules. For the avoidance of doubt;
- i) KBCL are clients as defined under the IR35 rules.
 - ii) The Supplier shall not supply any Labour that provide their services through their own limited company or another type of intermediary that imposes a requirement on KBCL to assess and declare the tax status of the Labour. An intermediary will usually be the worker's own personal service company, but could also be a partnership, a personal service company or an individual. The Supplier is responsible for making the necessary arrangements to deduct tax and NI for all Labour and is liable for and indemnifies KBCL against any outstanding taxes or fines.
- 13.18 For Agency Staff the Supplier is responsible for the 'Notification' to KBCL of those supplied (if any) who are contractors providing their services provided by the Supplier through their own limited company or another type of intermediary. Should the Supplier fail to issue the Notification to KBCL in writing prior to or within the first week of the such staff commencing work, the Supplier fully indemnifies KBCL against any tax and NI liability due for the Agency Staff for the period of work up to and including the date of the Supplier's formal written notification.

- 13.19 The Supplier shall pay and indemnify KBCL against all fees and/or charges (including, without limitation, any rates, levies, duties, taxes and/or the like, but excluding any VAT on the Supply Order Price) legally demandable by the Government authorities or other bodies in respect of the supply of the Labour or in relation to the engagement of the Supplier under the Supply Order and against all liabilities in respect of such fees and/or charges.
- 13.20 The Supplier shall be liable for and indemnify KBCL against all claims, demands, proceedings, liabilities, damages, losses and costs arising in connection with the Labour and/or the engagement of the Supplier under the Supply Order (including, without limitation, the matters of wages, salaries, bonuses, overtime, subsistence, travelling and other allowances, holiday pay, sick pay, pension, insurance, severance, compensation, levies, benefits, national insurance contributions and taxes).
- 13.21 The Supplier shall be liable for undertaking obligatory Right to Work checks as outlined by the immigration authorities and confirms that Labour it supplies to KBCL is entitled to work in the UK. The Supplier indemnifies KBCL against any civil penalties, costs and/or losses incurred by KBCL resulting from the Supplier's failure to carry out or use due diligence in executing the necessary right to work checks.
- 13.22 The Supplier shall be liable for and shall indemnify KBCL against all and any liability incurred at any time by KBCL in respect of personal injury to or the death or sickness of any person or in respect of loss of or damage to any property, including (without limitation) the KBCL Works, which is due to any negligence, breach of statutory duty, omission or default of the Supplier, his servants or agents (including, without limitation, the Labour).
- 13.23 A person who is not a party to the Supply Order shall not have any right under or by virtue of the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of the Supply Order.
- 13.24 The law of England is the proper law of the Supply Order and the Supply Order shall be construed and governed accordingly. The Supplier shall observe and comply with all applicable laws and shall ensure that the Labour observes and complies with such laws.
- 13.25 Any dispute arising out of or in connection with the Supply Order shall be determined by arbitration under the arbitration law of England.
- 14 FURTHER CONDITION AS TO PAYMENT:** Notwithstanding Clause 8.2 above, the parties agree that it is a condition precedent to payment that no payment will become due for work carried out under this Supply Order until a signed copy of this order has been returned confirming the Supplier's unreserved acceptance of these conditions, together with:
- evidence of relevant insurances that are required pursuant to Clause 10 and
 - (if appropriate) a signed copy of the agreement to self-billing
 - and the final date for payment pursuant to the said Clause 8.2 shall be construed accordingly.

ACCEPTANCE OF THIS SUPPLY ORDER

Please acknowledge receipt of this Supply Order. Your acceptance of or performance under this Supply Order shall form the terms of the Supply Order between us as defined in Clause 3.

Revised March 2021