



7.11 General Terms of Business Contractors

Interpretation

1 In these Terms and Conditions (hereinafter referred to as “these Terms”) words denoting the singular shall be deemed to include the plural and vice-versa, references to any gender shall be deemed to include all other genders, references to any statute or statutory provision shall be deemed to cover any amendment, replacement or re-enactment of the same in force from time to time and the following words and expressions shall have the meanings set opposite them:

“Client” means the client of Bronwin & Abbey Ltd (if any) for whom the Contractor is to carry out the Work as sub-contractor on behalf of Bronwin & Abbey Ltd (B&A);

“Contract” means the contract between B&A and the Contractor for the carrying out of the Work in accordance with these Terms and the Contract Documents;

“Contract Documents” means the Purchase or Contractor Instruction Order and all documents attached thereto or referred to therein (as the same may be varied in accordance with Clause 4);

“Contractor” means the person, firm or company to whom the Order is issued and includes the permitted sub-contractors and assignees thereof and the employees of any of the foregoing;

“Contract Price” means the price payable by B&A to the Contractor for carrying out the Work as detailed in the Order;

“Data Protection Law” means all applicable data protection and privacy legislation in force from time to time in the United Kingdom, including the UK GDPR (as defined in section 3(10) of the Data Protection Act 2018); the Data Protection Act 2018 (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI2003 N. 2426) as amended; and all other legislation and regulatory requirements in force from time to time which may apply to a party relating to the use of Personal Data (as defined by the UK GDPR).

“Employees” means all and any persons employed by the Contractor to carry out the Work;

“Employment Laws” means all laws (including United Kingdom laws (including those propagated by devolved powers), statutes and subordinate legislation; regulations, orders, codes of practice, guidance notes and the like, common law, local laws and bye-laws) concerning the employment of employees, workers, and/or contractors;

“Environmental Laws” means all laws (including United Kingdom laws (including those propagated by devolved powers) statutes and subordinate legislation; regulations, orders, codes of practice, guidance notes and the like, common law, local laws and bye-laws) concerning the protection of the environment and/or the

conservation or preservation of the countryside, trees, plants, birds, wildlife, flora, fauna or other natural resources;

“Order” means the completed “B&A Contractor Instruction Order” signed on behalf of B&A and by or on behalf of the Contractor whereby B&A has requested, and the Contractor has agreed, to carry out the Work;

“Machinery Data” means all crop, product and GPS data recorded on any machinery working on a B&A contract site.

“Safety Legislation” means the Health and Safety at Work etc Act 1974 and all other legislation concerning health and safety matters and all regulations or orders made under the foregoing and all relevant codes of practice, guidance notes and the like issued by government agencies;

“Site” means the location or locations at which the Work is to be carried out, as detailed in the Contractor Instruction Order

“Specification” means all specifications, drawings, bills of quantities, descriptions and instructions relating to the Work contained or referred to in the Contract Documents;

“B&A” means Bronwin & Abbey Ltd trading as Bronwin & Abbey Ltd; and

“Work” means the work to be carried out by the Contractor on behalf of B&A as detailed in the Contract Documents.

The Contract

- 2 All work which the Contractor agrees from time to time to carry out on behalf of B&A will be subject to these Terms save where expressly varied in writing by B&A.
- 3 The Contractor warrants to B&A that it will carry out the Work, using all due care and skill, in accordance with these Terms, the Specification and best industry practice and within the Contract Period.
- 4 Any addition, omission or variation to the Contract Documents or to any of the original quantities, specifications or drawings in the Specification must be covered by a contract variation order issued by B&A to the Contractor.
- 5 The Contract shall not be assigned or sub-contracted in whole or in part by the Contractor to any other party without the prior written consent of the manager, excluding the use of subcontractors..

Status of Contractor

- 6 The Contractor is an independent contractor and nothing in these Terms or the Contract Documents shall render the Contractor an employee, agent or partner of B&A and the Contractor shall not hold itself out as such. The Contractor shall not have any right or power to bind B&A to any obligation. In particular, the Contractor shall not discuss any rates or variations to B&A's contract with the Client. In the event of any oral or written order or other communication being received from the

Client by the Contractor, it must be reported/forwarded to B&A immediately. The Contractor shall not accept any work on their own behalf from the Client or any other client of B&A whilst under contract with B&A.

- 7 The Contractor will be responsible for all Income Tax and National Insurance contributions on payments made by B&A to the Contractor and/or payments made by the Contractor to the Employees and for VAT on all taxable supplies made by or to the Contractor in carrying out the Work. For work 'on construction sites', unless the Contractor produces a valid Exemption Certificate B&A will be required by law to deduct the tax ruling at the time from payments made under the Contract in respect of labour on behalf of the Inland Revenue.
 - 8 The Contractor shall indemnify B&A in respect of any claim which may be made against B&A resulting from the Contractor's failure or delay in paying any amount of Income Tax, National Insurance or VAT.
 - 9 The Contractor will be responsible for complying with all applicable Employment Laws in relation to the Employees and shall indemnify B&A from all and any claims made against B&A arising from the employment of the Employees.
 - 10 Time shall be the essence of the Contract. The Contractor shall, at their own expense, make all necessary arrangements for additional labour and machinery/equipment should progress fall behind the programme agreed with B&A or should the resource originally intended for the Work become unavailable for any reason.
- ### Outsourcing Agreement
- 11 Where the Contractor's Work is harvesting for B&A on a standing sale site. B&A maintains control of the standing sale site through supervision by the Forest Works Manager or their deputy and the legal ownership of the felled products throughout the process and will not relinquish legal ownership or control of the felled products. The Contractor shall ensure the following:
 - i. At no point must any of the products from B&A contracts will be mixed with any other products from another source.
 - ii. No work shall be subcontracted related to the products without prior agreement.
 - iii. The products shall always be fully traceable while in the care of the Contractor.
 - iv. B&A shall be informed in the event of any damage or loss of the product to enable B&A to account for or replace the product if they see fit.
 - v. Records of traceability shall be made available on request. (Such records could include machinery prints, Self Bill Invoices (SBIs), delivery notes, weight tickets and work instructions as examples.)
 - vi. Records shall be made available to B&A authorised third party auditors on



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request.

- vii. No chain of custody trademarks, claims or statements will be made by the outsourcer other than any relating to its own registrations.
- 12 The Contractor shall inform B&A within a period of 10 business days if they are included in the list of organisations that are disassociated from FSC, and therefore subsequently ineligible to provide outsourcing services to FSC-Certified organisations.

Payment of Contract Price

- 13 All stages of Work are to be passed as satisfactory by B&A before commencement of subsequent stages.
- 14 (a) No Work shall be paid for by B&A until such Work has been completed to B&A's satisfaction. B&A shall be entitled to retain 10% of the value of interim payments until satisfactory completion of the whole Work. On discovery of any overpayment the Contractor shall immediately refund such payment in full.
- (b) Payment of the Contract Price will be subject to receipt of pay advices certified as correct by B&A's representatives.

Carrying out of the Work

- 15 B&A will at its own cost make all necessary arrangements to enable the Contractor, their Employees and all persons duly authorised by the Contractor, to begin the Work on the dates and in the manner prescribed and will give to them such instructions as may be required. B&A will not accept any responsibility for delays outside its control.
- 16 The Contractor shall indemnify B&A against any loss, damage or costs which B&A may suffer or incur as a result of any failure by the Contractor to carry out the Work in accordance with the Contract. Without prejudice to the foregoing:
- (a) B&A reserves the right to charge the Contractor for any loss incurred by B&A as a result of Work produced below the standard required; and
 - (b) B&A reserves the right to reject any timber products resulting from the Work which are not up to the required standard. In the event of a customer of B&A rejecting the whole or part of such timber products, the extra haulage costs and any reduction in the sale value of the rejected timber products will be met by the Contractor. Any acceptance of reject produce will be at the sole discretion of B&A and at such payment rates as may be agreed by B&A's representatives.
- 17 Any materials found on the Site or which are reclaimed during the Work remain the property of B&A and are not for the Contractor to dispose of unless

otherwise agreed in writing.

Access to Site

- 18 Access to and from the Site shall be along the routes notified to the Contractor and the Contractor shall be deemed to have fully satisfied themselves before using the same as to the load-carrying capacity of all routes (including in particular any bridges and culverts forming part of such routes) authorised by B&A and the use of such routes shall be at the Contractor's own risk in all things, it being expressly declared by the Contractor that B&A shall not be deemed or held responsible for any damage or injury however caused arising out of the Contractor's use of such routes.

Plant, Machinery and Equipment

- 19 The contractor and their employees or subcontractors shall, upon request and at no charge, allow B&A unlimited access, either remotely or physically, to the Machinery Data. The contractor shall ensure that all harvesting machines are capable of being remotely accessed by B&A and have an activated GPS system.
- 20 The contractor and their employees or subcontractors shall ensure any Machinery Data is shared in accordance with Data Protection Law where applicable.
- 21 The Contractor will ensure that all plant and equipment used by the Contractor in carrying out the Work will be maintained in good order and will comply, and be used in accordance, with all applicable Safety Legislation.
- 22 No equipment or machinery used by the Contractor in carrying out the Work shall be operated other than by a trained operator or by a person under training and only then when being personally supervised by a trained operator or appropriate registered training instructor. The Contractor must be in possession of a current Certificate of Competence valid for equipment or machinery used by the Contractor.
- 23 The Contractor shall be responsible for any B&A owned or hired plant or equipment with which they are provided and any damage caused through negligence or incompetence by the Contractor or their employees will be charged in full, as will the cost of any materials that in the opinion of B&A have been wasted.

Environmental Protection

- 24 The Contractor will be responsible for complying with all applicable Environmental Laws in carrying out the Work.
- 25 The Contractor must not cause or permit any hazardous, poisonous or explosive matter or substance to be discharged into Controlled Waters or into drains or sewers unless such discharges have been authorised by an appropriate authority and details disclosed to B&A and authorised by it.

This includes oil, diesel, woody debris, waste effluent or sediment release. Controlled Waters are defined by Section 104 Water Resources Act 1991 and/or Section 30A Control of Pollution Act 1974 and include rivers, streams, drainage ditches, ponds, pools, lochs and groundwater.

- 26 Fires shall be lit by the Contractor only at the times and places agreed by B&A's officer in the area in which the Work is proceeding. Any fire so lit shall be left in a safe condition at the end of the working day.
- 27 The Contractor must only dispose of Controlled Waste (as defined by Section 75 Environmental Protection Act 1990) arising from the Work in accordance with the Section 34 Environmental Protection Act 1990 waste management duty of care and associated codes of practice. On request, the Contractor shall provide B&A with such documentary evidence as it may require in order to show that the duty of care has been complied with at all times during the Contract.
- 28 The Contractor shall not cause or permit to be brought onto the Site any highly flammable, poisonous, explosive or other substance which could cause harm to human health or the environment unless its intended storage and use has been the subject of risk assessment conducted pursuant to Clause 30 below, B&A has consented in writing to the presence and use of a specific volume of the substance (following discussion of the results of the risk assessment) and (where necessary) the Contractor has obtained all necessary statutory authorisations for the storage or use of the substance and has complied with all relevant Environmental Laws and also with the conditions of any such authorisation.
- 29 Any damage caused by the Contractor's operations to standing timber, drains, walls, fences, buildings or other structures shall be notified to the landowner, B&A and any other relevant person without delay.
- 30 The Contractor shall be responsible for and shall make compensation for or reinstate and make good all injuries or damage of whatever nature arising out of or caused directly or indirectly by the execution of the Work and shall keep B&A, the Client and all other relevant parties indemnified in respect of all actions claims and demands made in respect of any such injuries or damage.

Insurance

- 31 It is the Contractor's responsibility to ensure that they are fully insured against all loss or damage or injury to persons or property from whatever cause arising (other than the excepted risks) in carrying out the Work and/or for which they are responsible under the Contract. The "excepted risks" are riot, war, invasion, act of foreign hostilities and civil war.
- Minimum level of cover will include:



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- (i) Employers Liability Insurance £5 million; and
 - (ii) Public Liability Insurance from £2 million (£5 million where plant and machinery are operated).
- 32 The Contractor shall on demand produce to B&A such insurance policies together with the receipts for the current premiums as are required by Clause 31 of these Terms.

Health and Safety

- 33 The Contractor shall ensure that they comply with all applicable Safety Legislation in carrying out the Work and shall observe all site requirements of B&A or of any main contractor to which B&A may contract. The Contractor confirms that they have seen, and will adhere to:
- (a) the Health and Safety policy operated by B&A;
 - (b) codes of practice issued from time to time by B&A; and
 - (c) all other codes of practice relevant to the Work (including the Forest Industry Safety Accord (FISA) guides (formerly AFAG) referred to at 38 below).
- 34 Prior to commencing any work at the Site, the Contractor must carry out a suitable and sufficient risk assessment of each and every activity proposed to be carried on at the Site. The Contractor should then commence work, or instruct their Employees and/or subcontractors to commence work, only in accordance with a plan of preventative and protective measures to eliminate or minimise, so far as is reasonably practicable, all risks to themselves, the Site and all other persons who may be affected by such risks.
- 35 The Contractor shall be required to have a written safety policy where required by law, or in any event if the Contractor or their subcontractors shall provide 5 or more workers to work at the Site, and shall discuss their safety policy and the result of risk assessments carried out with B&A's representative, and so far as is reasonable and practicable shall conform with any Code of Safe Working Practice for the particular operation.
- 36 B&A reserves the right to inspect and check on safety. Any breach by the Contractor of their obligations under Clauses 33, 34 and 35 shall be regarded as a serious breach entitling B&A to stop the Work and bring in another contractor to complete the Work. Should this occur B&A reserves the right to claim from the Contractor any and all additional costs incurred.
- 37 Any accident or dangerous occurrence occurring to the Contractor or their Employees or sub-contractors while working for B&A must be reported to B&A's Health & Safety representative. Compliance with the Reporting Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) shall be the responsibility of the Contractor.
- 38 The Contractor will be expected to be fully competent to perform the Work in safety. To assist contractors to achieve the required safety standards FISA has produced a number of safety guides. Copies of these guides are obtainable from B&A and the Contractor shall be deemed to be aware of their contents whether they have read them or not.
- 39 The Contractor will inform B&A as soon as possible but within 24 hours of any new or additional hazard affecting the Site, and will immediately adjust work methods as required. Any officer or manager authorised by B&A shall have the right with reasonable justification to order the Contractor to stop work at any time subject to:
- (a) immediate notification to the Contractor's address; and
 - (b) agreeing such extension to the Contract Period as may be proportionate to such stoppage or delay.

Fundamental Rights at Work

- 40 The Contractor shall agree to the ILO Declaration on Fundamental Principles and Rights at Work in carrying out the Work. The ILO Convention commits to respect and promote principles and rights in: freedom of association and the effective recognition of the right to collective bargaining, the elimination of forced or compulsory labour, the

abolition of child labour and the elimination of discrimination in respect of employment and occupation.

General

- 41 All disputes between B&A and the Contractor with respect to any matter or thing arising out of or relating to the Contract shall, after written notice by one party to the other, be referred to a single arbitrator agreed for the purpose, or, in default of such agreement, to be appointed by the President for the time being of the Chartered Institute of Arbitrators.
- 42 The Contract may be summarily determined by B&A if the Contractor:
- (a) wholly suspends the Work before completion without reasonable cause, or
 - (b) fails to proceed with the Work with reasonable diligence, or
 - (c) refuses or neglects to comply with the instructions given to them by B&A, or
 - (d) ceases to trade or commits any act of bankruptcy or enters into liquidation, receivership or administration or
 - (e) materially breaches or fails to conform with any of these Terms or with any Contract Document.

In any such case, another contractor may be employed and paid to complete the Work and the cost of such completion shall be deducted from the Contract Price when determining the amount to be paid to the Contractor.

- 43 B&A shall have the right to cancel, suspend or reduce the Contract if the carrying out of the Work is prevented, hindered or delayed through any circumstances beyond its control, including but not limited to strikes, lock-outs, accidents, war, fire, unavailability of power at the manufacturing plant, breakdown of plant or machinery or shortage or unavailability of raw material from normal sources of supply.
- 44 The Contract shall be governed by and construed according to the law applicable in the Country within the United Kingdom in which the office of B&A which issued the Order is situated.



**BRONWIN
& ABBEY**

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DECLARATION

- I confirm that I understand Bronwin & Abbey Ltd does not provide insurance to me/my business in respect of any business risk.
- I confirm my understanding and acceptance of the Bronwin & Abbey Ltd Contractor Conditions of Contract provided above.
- I confirm that I carry out work for other clients and do not work exclusively for Bronwin & Abbey Ltd.

Signature:

Name:

Position:

Business name:

Email:

Telephone:

Date of completion: