| Document ID | COR-002 |
|---|---|
| Version | 1.0 |
| Owner | MFH |
| Effective Date | 07/09/2026 |
| Review Date | 07/09/2027 |
| Approved By | MFH |
| Document Status | Approved |

# Subcontractor Agreement

## 1 Purpose and Status

1.1 The purpose of this Agreement is to establish the contractual terms, responsibilities and requirements applicable to Subcontractors engaged by Storm Group.

1.2 This Agreement forms part of every Purchase Order or other written order issued by Storm Group to a Subcontractor and shall be read together with the relevant Purchase Order, Commercial Particulars, scope of works, drawings, specifications, project documentation and other documents expressly incorporated into the Subcontract.

1.3 Acceptance of a Storm Group Purchase Order, commencement of the Subcontract Works, or other written acceptance of the order shall constitute acceptance of this Agreement unless Storm Group has expressly agreed otherwise in writing.

1.4 This Agreement replaces the former F5 Subcontract Agreement for new Subcontracts issued under COR-002.

1.5 The Subcontractor shall comply with the requirements of this Agreement and with all other documents expressly incorporated into the Subcontract.

1.6 Nothing in this Agreement is intended to exclude, restrict or limit any statutory right, liability or obligation which cannot lawfully be excluded, restricted or limited.

## 2 Scope

2.1 This Agreement applies to Subcontractors engaged by Storm Group to undertake Subcontract Works.

2.2 This includes, where applicable:

- Labour-only Subcontractors;
- Trade Contractors;
- Specialist Contractors;
- Design-and-build Subcontractors;
- Specialist design or technical Subcontractors;
- Agency or labour providers where engaged as part of the Subcontract Works; and

- Contractors supplying installation, testing, commissioning, maintenance or other services forming part of the Subcontract Works.

2.3 The Agreement applies to every project undertaken by Storm Group unless project-specific contractual conditions expressly state otherwise.

2.4 Where project-specific conditions conflict with this Agreement, the order of precedence set out in Section 5 shall apply.

# 3 Definitions

In this Agreement:

"Company" or "Storm Group" means the relevant company within the Storm Group of companies identified in the Purchase Order or Subcontract and, where the context permits, includes the companies forming part of the Storm Group.

"Employer" means the employer or client under the Main Contract.

"Main Contractor" means the contractor engaged by the Employer under the Main Contract.

"Contractor" means Storm Group in its capacity as the contractor engaging the Subcontractor.

"Subcontractor" means the company, firm, partnership, sole trader or other legal entity undertaking the Subcontract Works for Storm Group.

"Main Contract" means the agreement between the Employer and the Main Contractor.

"Contract" means the agreement between the Main Contractor and Storm Group.

"Subcontract" means the agreement between Storm Group and the Subcontractor.

"Subcontract Works" means the works, services, labour, design, supply, installation, testing, commissioning or other obligations agreed to be carried out by the Subcontractor for Storm Group.

"Purchase Order" means the written order issued by Storm Group for the Subcontract Works.

"Variation" means an addition, omission, substitution, alteration or modification to the Subcontract Works, including changes to design, quality, quantity, materials or methods.

"RAMS" means risk assessments and method statements and any associated safe systems of work, permits and control measures.

"Site" means the site or location at which the Subcontract Works are to be carried out.

"Commercial Particulars" means the project-specific commercial information stated in the Purchase Order or Schedule 1 to this Agreement.

# 4 Contract Documents and Main Contract

4.1 The Subcontractor shall be given a reasonable opportunity, upon request, to inspect those parts of the Contract and Main Contract information which relate to the Subcontract Works, excluding confidential commercial pricing information.

4.2 The Subcontractor shall be deemed to have notice of the relevant requirements of the Contract and Main Contract information made available to it.

4.3 In respect of the Subcontract Works, the Subcontractor shall comply with those obligations imposed on Storm Group under the Contract or Main Contract which:

a) relate to the Subcontract Works;
b) have been made available to the Subcontractor; or
c) have been expressly identified to the Subcontractor in writing as applying to the Subcontract Works.

4.4 The Subcontractor shall provide all notices, information, records and other particulars relating to the Subcontract Works within sufficient time to allow Storm Group to comply with its obligations under the Contract and Main Contract.

4.5 The Subcontractor shall not be entitled to rely upon a lack of knowledge of information which has been provided to, or expressly identified to, the Subcontractor before or during the Subcontract.

# 5 Contract Documents and Order of Precedence

5.1 The Subcontract Documents comprise:

d) any signed project-specific amendments;
e) the Purchase Order and Commercial Particulars;
f) this Agreement;
g) COR-003 – Supplier Code of Conduct;

h) the agreed Scope of Works;
i) project specifications;
j) approved drawings;
k) approved RAMS;
l) Site Rules and project procedures; and
m) other documents expressly identified as forming part of the Subcontract.

5.2 Where there is an inconsistency between Subcontract Documents, the document higher in the order stated above shall prevail unless the Purchase Order expressly states otherwise.

5.3 The Subcontractor shall promptly notify Storm Group of any ambiguity, discrepancy or inconsistency which it identifies.

## 6 General Subcontractor Obligations

6.1 The Subcontractor shall carry out and complete the Subcontract Works regularly, diligently, safely and in accordance with the Subcontract Documents.

6.2 The Subcontractor acknowledges that Storm Group has entered into the Subcontract in reliance upon the Subcontractor's specialist knowledge, skill, experience and competence in relation to the Subcontract Works.

6.3 The Subcontractor shall provide all labour, supervision, plant, equipment, tools, materials and other resources reasonably necessary to complete the Subcontract Works unless the Purchase Order expressly states otherwise.

6.4 The Subcontractor shall not knowingly omit any item reasonably necessary for the proper completion of the Subcontract Works merely because that item has not been expressly listed in the Purchase Order where it is clearly within the Subcontractor's specialist scope.

6.5 The Subcontractor shall comply with COR-003 — Supplier Code of Conduct and all applicable Storm Group policies, procedures and Site Rules incorporated into the Subcontract.

6.6 A serious or repeated breach of this Agreement or COR-003 may constitute a material breach and may result in corrective action, removal from Site, suspension or termination in accordance with clause 33 and applicable law.

# 7 Programme and Site Attendance

7.1 The Subcontractor shall attend the Site at the times stated in the Purchase Order, agreed programme or as reasonably instructed by Storm Group.

7.2 The Subcontractor shall commence and proceed regularly and diligently with the Subcontract Works and shall organise its activities so as to avoid unnecessary delay, disruption or hindrance to Storm Group, the Main Contractor or other contractors.

7.3 The Subcontractor shall provide such programme information, progress updates, labour forecasts and other information as Storm Group reasonably requires.

7.4 The Subcontractor shall immediately notify Storm Group of any matter which may delay or disrupt the Subcontract Works, stating the cause, likely effect and proposed mitigation.

7.5 Work outside normal Site working hours, including weekends, shall require prior written approval where required by the Site Rules, Purchase Order or Storm Group.

# 8 Solar PV and Certification Requirements

8.1 Where the Subcontract Works include Solar PV or other renewable-energy installations, the Subcontractor shall comply with all certification, consumer-code, manufacturer, technical and regulatory requirements applicable to the works.

8.2 Where applicable, the Subcontractor shall comply with the current requirements of the Renewable Energy Consumer Code (RECC), the Microgeneration Certification Scheme (MCS) and any other certification or registration scheme specified in the Purchase Order or applicable to the installation.

8.3 The Subcontractor shall maintain all registrations, certifications and approvals required for the work and shall provide evidence to Storm Group upon request.

8.4 The Subcontractor shall provide all certification, commissioning and handover information required for the relevant scheme.

# 9 Subcontracting and Substitute Labour

9.1 The Subcontractor shall not sub-let, assign or subcontract all or any part of the Subcontract Works without Storm Group's prior written approval.

9.2 Where the Subcontract Works are labour-only, the Subcontractor shall not introduce substitute labour without prior written approval where required by Storm Group.

9.3 Any approved lower-tier subcontractor or substitute labour shall be competent, appropriately trained, suitably insured and compliant with applicable legislation and the requirements of the Subcontract.

9.4 Approval by Storm Group shall not relieve the Subcontractor of responsibility for the acts, omissions, performance, safety or compliance of its lower-tier subcontractors, agents, employees or substitute labour.

# 10 Defective Work

10.1 The Subcontractor shall be responsible for correcting, at its own cost and without unreasonable delay, defective or non-compliant work caused by the Subcontractor or any person for whom it is responsible.

10.2 The Subcontractor shall remove and replace defective work where reasonably required by Storm Group.

10.3 Nothing in this clause limits any other contractual or statutory rights available to Storm Group.

# 11 Confidentiality

11.1 During the Subcontract, the Subcontractor may receive confidential information relating to Storm Group, its clients, projects, designs, prices, systems, processes or business affairs.

11.2 The Subcontractor shall not disclose or use confidential information except for the proper performance of the Subcontract or where disclosure is required by law.

11.3 The Subcontractor shall take reasonable steps to prevent unauthorised disclosure or use of confidential information.

11.4 These obligations shall continue after completion or termination of the Subcontract for so long as the information remains confidential or constitutes a trade secret.

11.5 The provisions of this clause are in addition to any obligations imposed by COR-003, the applicable Storm Group information-security requirements and any separate confidentiality or data-processing agreement.

## 12 Protection of Client Relationships

12.1 The Subcontractor shall not knowingly use confidential information obtained through the Subcontract for the purpose of deliberately targeting a Storm Group client identified to the Subcontractor through the Subcontract, where the purpose is to obtain work substantially competing with the Subcontract Works.

12.2 This clause does not prevent the Subcontractor from carrying on its ordinary business or responding to general, non-targeted marketing or procurement opportunities.

12.3 The scope and duration of any further restriction on solicitation or competition shall be subject to the Commercial Particulars and legal approval before this Agreement is issued.

## 13 Variations and Instructions

13.1 A Variation means an alteration or modification to the design, quality, quantity, scope or method of the Subcontract Works and includes an addition, omission or substitution of work or materials.

13.2 Storm Group may instruct Variations to the Subcontract Works.

13.3 Wherever reasonably practicable, a Variation shall be instructed in writing before the changed work is carried out.

13.4 Where a Variation is instructed orally in an urgent situation, the instruction shall be confirmed in writing as soon as reasonably practicable.

13.5 The Subcontractor shall promptly notify Storm Group of the anticipated effect of a Variation on cost, programme, resources and completion.

13.6 Where reasonably practicable, the value of a Variation shall be agreed before the work is undertaken.

13.7 Where the value cannot reasonably be agreed in advance, the Variation shall be valued using the applicable Schedule of Rates, Bill of Quantities, agreed rates, measured quantities or another reasonable valuation method stated in the Purchase Order.

13.8 A Variation shall not invalidate or discharge the Subcontract.

13.9 No daywork shall be payable unless the Subcontractor has given prior written notice and obtained written approval from the Storm Group representative authorised to approve daywork.

13.10 Approved daywork records shall be submitted to Storm Group within **7 calendar days** of the work being carried out unless a shorter period is stated in the Purchase Order.

13.11 Only hours actually worked and properly recorded shall be payable.

13.12 Where an item can be valued using an applicable Pricing Schedule or Bill of Quantities, that method shall be used in preference to daywork.

13.13 No Variation, additional work or increase in the Subcontract Sum shall be payable unless it has been instructed or approved in writing by a person authorised by Storm Group to approve Variations, except where otherwise expressly provided by this Agreement or applicable law.

# 14 Price and Payment

14.1 The Subcontract Sum shall be the amount stated in the Purchase Order or Commercial Particulars.

14.2 Unless expressly stated otherwise, the Subcontract Sum shall include all labour, supervision, plant, equipment, tools, materials, transport, access equipment, testing, commissioning, waste handling, certification, O&M information and other items reasonably necessary to complete the Subcontract Works.

14.3 Payment shall be made in accordance with the payment terms stated in the Purchase Order or Commercial Particulars.

14.4 Where monthly applications are required, the Subcontractor shall submit its application for payment in accordance with the timetable and procedure stated in the Purchase Order.

14.5 Each application shall identify, as applicable:

(a) the value of work properly executed;

(b) approved Variations;

(c) approved dayworks;

(d) materials properly delivered and accepted;

(e) amounts previously paid;

(f) retention; and

(g) any other agreed adjustments.

14.6 The parties shall comply with all applicable statutory payment and notice requirements.

14.7 Nothing in this Agreement shall make payment conditional upon Storm Group receiving payment from another party except to the extent expressly permitted by applicable law.

# 15 Retention

15.1 Unless a different percentage is stated in the Purchase Order or Commercial Particulars, retention shall be 5% of the amount otherwise due.

15.2 The release of retention shall be stated in the Purchase Order or Commercial Particulars.

15.3 Where no project-specific retention release mechanism is stated, the applicable release mechanism shall be determined in accordance with the Subcontract and any applicable upstream requirements, subject to applicable law.

15.4 No retention provision shall operate so as to create an unlawful conditional payment arrangement.

# 16 Payment Notices and Suspension for Non-Payment

16.1 Storm Group shall issue payment notices and any notice of intention to pay less in accordance with the applicable contractual and statutory requirements.

16.2 The Subcontractor shall comply with the notice requirements applicable to any statutory right to suspend performance for non-payment.

16.3 Nothing in this Agreement removes or restricts any statutory right of the Subcontractor to suspend performance where the statutory requirements have been satisfied.

16.4 The parties shall cooperate to resolve payment disputes promptly and shall use the contractual and statutory dispute-resolution mechanisms available to them.

## 17 Right of Set-Off

17.1 To the extent permitted by the Contract and applicable law, Storm Group may set off amounts properly due from the Subcontractor against amounts otherwise due to the Subcontractor under this Subcontract or another contract between the Subcontractor and Storm Group.

17.2 Where a statutory notice is required in relation to a deduction or payment notice, Storm Group shall issue the required notice.

17.3 Any set-off shall be notified in writing and shall identify the amount and basis of the deduction.

## 18 Insolvency

18.1 Each party shall notify the other promptly where it becomes subject to an insolvency, administration, liquidation, restructuring or similar process, to the extent legally permitted.

18.2 Storm Group may exercise any right to suspend or terminate the Subcontract arising from the Subcontractor's insolvency where permitted by the Subcontract or applicable law.

18.3 Any provision dealing with payment following insolvency shall operate subject to the mandatory provisions of applicable construction and insolvency legislation.

18.4 Nothing in this clause shall be interpreted as creating an unlawful pay-when-paid provision.

# 19 Adjudication and Dispute Resolution

19.1 Either party may refer a dispute or difference arising under the Subcontract to adjudication at any time where a statutory right to adjudication applies.

19.2 The referring party shall give written notice of its intention to refer the dispute to adjudication and shall provide the information required by the applicable adjudication procedure.

19.3 The parties shall cooperate to secure the appointment of an adjudicator in accordance with the applicable statutory or contractual procedure.

19.4 Where the Housing Grants, Construction and Regeneration Act 1996 applies, the adjudication shall be conducted in accordance with the Act and any applicable Scheme for Construction Contracts.

19.5 The adjudicator shall reach a decision within the period required by applicable law, subject to any lawful extension.

19.6 The adjudicator shall act impartially and shall have the powers provided by the applicable statutory or contractual procedure.

19.7 The adjudicator's decision shall be binding until finally determined by court proceedings, arbitration where applicable, or agreement between the parties.

19.8 The parties shall comply promptly with an adjudicator's decision.

19.9 Nothing in this clause prevents either party from commencing adjudication where it has a statutory right to do so.

# 20 Waste, Site Tidiness and Environmental Requirements

20.1 The Subcontractor shall comply with all applicable environmental legislation and Storm Group's environmental requirements.

20.2 The Subcontractor shall prevent pollution, minimise waste, segregate waste where required and use resources responsibly.

20.3 All waste arising from the Subcontract Works shall be handled, stored, transported and disposed of lawfully.

20.4 The Subcontractor shall use appropriately authorised waste carriers, brokers, dealers and disposal or recovery facilities where required.

20.5 Waste transfer notes, consignment notes and other legally required records shall be completed and retained and provided to Storm Group upon request.

20.6 The Site shall be kept tidy and designated access routes, fire routes, emergency equipment and working areas shall be kept free from obstruction.

20.7 Particular care shall be taken with cables, hoses and temporary services to prevent trip hazards.

20.8 The Subcontractor shall comply with reasonable instructions given by Storm Group's Site Manager or authorised representative concerning waste, housekeeping and Site safety.

## 21 Building Manual, O&M and Handover Information

21.1 The Subcontractor's price shall include providing all information reasonably required by Storm Group to compile the Building Manual, O&M manuals, handover documentation and, where applicable, the Health and Safety File.

21.2 Information shall be supplied in the format reasonably required by Storm Group, which may include electronic files, drawings, photographs, certificates, test results, commissioning records, warranties, technical data, manuals or video.

21.3 The Subcontractor shall provide the required information within the period specified by Storm Group and, where contractually applicable, before final payment.

21.4 The Subcontractor shall promptly correct or replace incomplete or inaccurate handover information.

## 22 Suitability of Other Work and Existing Conditions

22.1 Where the Subcontract Works are to be applied to work carried out by others, or may be affected by existing or atmospheric conditions, the Subcontractor shall make the reasonable inspections and checks appropriate to its specialist work.

22.2 If the Subcontractor is not satisfied that the preceding work, existing conditions or environmental conditions are suitable, it shall notify Storm Group in writing before proceeding with the affected work.

22.3 The notification shall state the reason for the concern and the potential effect on the Subcontract Works.

22.4 The Subcontractor shall not knowingly conceal or proceed over defective or unsuitable preceding work without notifying Storm Group.

## 23 Insurance

23.1 Before commencing the Subcontract Works, and whenever reasonably requested, the Subcontractor shall provide current evidence of all insurance required by the Purchase Order or Commercial Particulars.

23.2 The Subcontractor shall maintain insurance appropriate to its business and the risks associated with the Subcontract Works, including, where applicable:

(a) Employers' Liability Insurance;

(b) Public Liability Insurance;

(c) Products Liability Insurance;

(d) Contractors' All Risks / Contract Works Insurance where required;

(e) Professional Indemnity Insurance where the Subcontractor has design or professional responsibilities; and

(f) insurance for plant, equipment, vehicles and other property for which the Subcontractor is responsible.

23.3 Contractors may be required to increase cover on a project-by-project basis and agree upon commencement of work.

23.4 The minimum insurance limits shall be those stated in the Purchase Order or Commercial Particulars.

23.5 The Subcontractor shall notify Storm Group promptly of any cancellation, material change, lapse or restriction affecting required insurance.

23.6 Where the Subcontractor employs persons in Great Britain, it shall maintain Employers' Liability Insurance as required by law.

## 24 Liability and Indemnity

24.1 The Subcontractor shall be responsible for loss, damage, injury, claims, costs and expenses arising from its breach of the Subcontract, negligence, unlawful act or omission, or the acts or omissions of persons for whom it is responsible.

24.2 The Subcontractor shall indemnify Storm Group against third-party claims for death, personal injury or damage to property to the extent caused by the Subcontractor's breach, negligence, unlawful act or omission.

24.3 The indemnity in this clause shall not apply to the extent that the relevant loss was caused by Storm Group's own negligence or breach.

24.4 Any overall limitation of liability shall be stated in the Purchase Order or Commercial Particulars and shall be subject to applicable law.

## 25 Health, Safety and Welfare

25.1 The Subcontractor shall comply with all applicable health and safety legislation, regulations, Approved Codes of Practice, project requirements and Storm Group health and safety requirements.

25.2 The Subcontractor shall comply with the Health and Safety at Work etc. Act 1974 and the Construction (Design and Management) Regulations 2015 where applicable. CDM 2015 remains the core construction-management framework.

25.3 Before commencing work, and whenever requested, the Subcontractor shall provide:

- details of its competent health and safety adviser where applicable;
- details of the manager/supervisor responsible for its work;
- its health and safety policy where applicable;
- RAMS;
- COSHH assessments;
- temporary works proposals and design calculations where applicable;

- competence and training evidence;
- plant and equipment inspection records;
- relevant licences and registrations;
- project-specific training evidence; and
- any other reasonably required health and safety information.

25.4 The Subcontractor shall identify hazards associated with its work, assess risks and implement suitable control measures.

25.5 The Subcontractor shall establish and follow safe systems of work and approved RAMS.

25.6 RAMS shall be reviewed and amended where there is a significant change in work, conditions, equipment, personnel or risk.

25.7 No work shall proceed where there is a foreseeable risk of serious injury which has not been adequately controlled.

25.8 The Subcontractor shall ensure that all persons under its control:

- attend the required Site induction;
- receive suitable information, instruction, training and supervision;
- comply with Site Rules;
- attend toolbox talks where required;
- wear required PPE;
- follow permit systems; and
- report hazards, near misses and incidents promptly.

25.9 The Subcontractor shall immediately notify Storm Group of any death, injury, ill health, dangerous occurrence, environmental incident, near miss or other significant health and safety incident connected with the Subcontract Works.

25.10 The Subcontractor shall provide information required for inclusion in the Health and Safety File where applicable.

25.11 The Subcontractor shall provide all plant and equipment necessary for its Subcontract Works unless the Purchase Order states otherwise.

25.12 All plant and equipment shall be suitable, maintained, inspected and operated by competent persons.

25.13 The Subcontractor shall provide relevant inspection, examination and certification records when requested.

25.14 Work equipment shall comply with applicable legal requirements, including the Provision and Use of Work Equipment Regulations 1998 where applicable.

25.15 Lifting equipment and lifting operations shall comply with the Lifting Operations and Lifting Equipment Regulations 1998 where applicable.

25.16 Electrical equipment shall be suitable for the Site and the environmental conditions in which it is used.

25.17 Portable electrical equipment shall comply with Site Rules and any project-specific requirements concerning voltage, inspection and testing.

25.18 Scaffolding and proprietary access systems shall only be erected, altered or dismantled by suitably competent persons.

25.19 Where scaffolding or other temporary works require design or formal handover, the Subcontractor shall provide the required design, inspection and handover documentation.

25.20 The Subcontractor shall ensure that adequate welfare arrangements are available for persons under its control in accordance with the project arrangements and applicable law.

25.21 Any person under the Subcontractor's control who is consuming or is under the influence of alcohol or drugs shall not be permitted to remain on Site.

25.22 Any person engaging in physical or verbal violence, threats or serious aggressive behaviour shall be removed from Site where directed by Storm Group.

25.23 The Subcontractor shall comply with applicable working-time requirements.

25.24 Appropriate PPE shall be provided to persons under the Subcontractor's control.

25.25 No person under 18 shall attend Site without prior written approval from Storm Group where required by the Site Rules or project arrangements.

25.26 Where a young person is permitted on Site, the Subcontractor shall undertake an appropriate risk assessment and provide suitable instruction, training and supervision.

# 26 Quality

26.1 Storm Group is committed to delivering projects Right First Time.

26.2 The Subcontractor shall:

- work to approved drawings;
- work to the agreed specifications;
- comply with manufacturers' instructions;
- use suitable and approved materials;
- complete required inspections and tests;
- cooperate with Storm Group quality inspections;
- rectify defects promptly;
- protect completed works;
- provide required certification;
- provide O&M information;
- participate in snagging and close-out; and
- provide all quality records reasonably required by Storm Group.

26.3 The Subcontractor shall not substitute materials, products or methods without the required approval.

# 27 Environmental Requirements

27.1 The Subcontractor shall comply with applicable environmental legislation and project environmental requirements.

27.2 The Subcontractor shall:

- prevent pollution;
- minimise waste;
- segregate waste where required;
- use resources responsibly;
- minimise unnecessary energy use;
- protect wildlife and the surrounding environment where applicable; and
- report environmental incidents immediately.

27.3 The Subcontractor shall comply with COR-003 and any Storm Group environmental policies and procedures incorporated into the Subcontract.

## 28 Behaviour and Conduct

28.1 The Subcontractor and all persons under its control shall behave professionally and respectfully at all times.

28.2 The Subcontractor shall comply with COR-003 — Supplier Code of Conduct.

28.3 Storm Group may require removal from Site of any person whose conduct presents a safety, security, legal, operational or reputational risk.

28.4 Nothing in this clause replaces or limits the requirements of COR-003.

## 29 Information Security and Data Protection

29.1 The Subcontractor shall comply with COR-003 and all applicable Storm Group information-security and data-protection requirements.

29.2 The Subcontractor shall protect drawings, specifications, client information, personal data, digital information and other confidential information against unauthorised access, disclosure, loss or misuse.

29.3 Information shall only be shared with persons authorised to receive it and only for legitimate purposes connected with the Subcontract.

29.4 The Subcontractor shall notify Storm Group promptly of any actual or suspected information-security incident or personal-data breach affecting Storm Group or client information.

29.5 Where the Subcontractor processes personal data on behalf of Storm Group, the parties shall enter into any data-processing arrangements required by applicable data-protection law.

29.6 The Subcontractor shall, on request and on completion or termination of the Subcontract, return or securely delete Storm Group and client confidential information, except where retention is required by law.

## 30 Employment, Tax and CIS

30.1 The Subcontractor is engaged as an independent contractor and is responsible for its employees, workers and personnel, subject to any responsibilities imposed on Storm Group by law.

30.2 The Subcontractor shall comply with all applicable employment, tax, National Insurance, pension, right-to-work and labour-supply requirements.

30.3 Where the Construction Industry Scheme applies, the Subcontractor shall provide the information reasonably required by Storm Group for HMRC verification and CIS administration.

30.4 Storm Group may make deductions required by law, including deductions required under the Construction Industry Scheme.

30.5 Where applicable, the Subcontractor shall comply with VAT and domestic reverse-charge requirements.

30.6 Nothing in this Agreement is intended to deprive any person of a statutory employment or worker right which cannot lawfully be excluded.

## 31 Audits, Records and Monitoring

31.1 Storm Group may undertake reasonable:

- Site audits;
- quality audits;
- health and safety inspections;
- environmental inspections;
- supplier reviews;
- document reviews; and
- performance reviews.

31.2 The Subcontractor shall cooperate fully and provide records and information reasonably required.

31.3 The Subcontractor shall maintain accurate records relevant to the Subcontract Works for the period required by law, the Contract or the Purchase Order.

31.4 Where an audit identifies a material non-conformance, the Subcontractor shall implement reasonable corrective action within the period specified by Storm Group.

# 32 Non-Conformance and Corrective Action

32.1 Where work fails to meet the requirements of the Subcontract, Storm Group may require:

(a) immediate correction;
(b) removal and replacement of defective work;
(c) additional inspection or testing;
(d) corrective action;
(e) investigation of the cause of the failure; or
(f) suspension of affected work where reasonably necessary.

32.2 Where the Subcontractor is responsible for the non-conformance, the reasonable cost of correction shall be borne by the Subcontractor.

# 33 Suspension and Termination

33.1 Storm Group may suspend affected Subcontract Works where reasonably necessary because of:

(a) health and safety concerns;
(b) serious quality concerns;
(c) environmental concerns;
(d) legal or regulatory non-compliance;
(e) serious breach of the Subcontract;
(f) failure to provide required information or approvals; or
(g) a requirement of the Main Contractor or Employer.

33.2 Where a breach is capable of remedy, Storm Group may require the Subcontractor to remedy the breach within a reasonable period.

33.3 Storm Group may terminate the Subcontract where permitted by the Purchase Order or applicable law, including for material breach, serious or repeated health and safety failures, unauthorised subcontracting, fraud, bribery, serious misconduct or insolvency.

33.4 On termination, the Subcontractor shall:

- secure and protect completed work;
- return Storm Group or client property;
- provide outstanding documentation;

- provide required handover information;
- remove its personnel and equipment as instructed; and
- cooperate with Storm Group to minimise disruption.

33.5 Termination shall not affect rights or obligations which accrued before termination or which are intended to continue afterwards.

33.6 Termination shall be by written or verbal notice or in form of a cancellation of a purchase order (PO) and shall take effect on the date stated.

## 34 Advertising, Photography and Publicity

34.1 The Subcontractor shall not erect trade boards, advertisements or promotional material on the Site without Storm Group's prior written permission.

34.2 The Subcontractor shall not publish photographs, videos, project details, client information or other publicity relating to the Site or Subcontract Works without prior written permission from Storm Group.

34.3 The Subcontractor shall not use Storm Group's name, logo or client names for marketing purposes without prior written permission.

## 35 Intellectual Property and Design

35.1 Where the Subcontractor provides drawings, designs, calculations, specifications, software, technical information or other intellectual property as part of the Subcontract Works, it warrants that it has the right to provide and use those materials.

35.2 The Subcontractor grants Storm Group a perpetual, royalty-free licence to use the information and materials supplied for the purposes of completing, operating, maintaining, repairing, altering and managing the relevant project.

35.3 Where the Subcontractor has design responsibility, it shall provide competent design and comply with applicable statutory, regulatory and project requirements.

35.4 Where the Subcontractor has design responsibility, the Subcontractor shall maintain appropriate professional indemnity insurance for that responsibility for the period stated in the Purchase Order or Commercial Particulars.

# 36 Continuous Improvement

36.1 Storm Group encourages Subcontractors to:

- report innovations;
- suggest improvements;
- share lessons learned;
- improve quality;
- improve health and safety; and
- improve environmental performance.

36.2 The Subcontractor shall cooperate with reasonable lessons-learned and improvement activities.

# 37 Applicable Law and Jurisdiction

37.1 Unless the Purchase Order states otherwise, the Subcontract shall be governed by the law of England and Wales.

37.2 Subject to any statutory right to adjudication or other mandatory dispute-resolution process, the courts of England and Wales shall have jurisdiction.

37.3 If any provision of this Agreement is found to be invalid or unenforceable, that provision shall be modified or severed to the minimum extent necessary and the remainder of the Agreement shall continue in force.

# 38 General

38.1 This Agreement, the Purchase Order and the documents expressly incorporated into it constitute the agreement between Storm Group and the Subcontractor concerning the Subcontract Works.

38.2 Any amendment to this Agreement shall be agreed in writing by authorised representatives of the parties.

38.3 A failure or delay by either party to exercise a right shall not constitute a waiver of that right.

38.4 The Subcontractor shall not assign the Subcontract without Storm Group's prior written approval.

38.5 Storm Group may assign or transfer the Subcontract to another company within the Storm Group or to a successor in connection with the relevant project or business, subject to applicable law.

38.6 References to legislation include that legislation as amended, extended, re-enacted or replaced from time to time.

38.7 Nothing in this Agreement requires either party to do anything unlawful.

38.8 The Subcontract Documents constitute the entire agreement between the parties in relation to the Subcontract Works and supersede any previous quotation, proposal, correspondence, representation or understanding relating to those Works, except to the extent expressly incorporated into the Subcontract Documents.

# 39 Incorporated and Related Documents

The Subcontractor shall comply with the documents applicable to the Subcontract Works, including:

- Purchase Order;
- Commercial Particulars;
- Scope of Works;
- Project Specification;
- Construction Phase Plan;
- Pre-Construction Information where applicable;
- Site Rules;
- Approved RAMS;
- Drawings and approved revisions;
- Design information;
- Building Manual / O&M requirements;
- COR-003 — Supplier Code of Conduct;
- applicable Storm Group policies;
- applicable Storm Group procedures;
- client requirements communicated to the Subcontractor; and
- applicable certification-scheme requirements.

39.1 The documents listed above are only incorporated into the Subcontract to the extent that they are applicable to the Subcontract Works and have been provided or made available to the Subcontractor.

39.2 The order of precedence is set out in Section 5.

## 40 Acceptance

40.1 Acceptance of a Storm Group Purchase Order, commencement of the Subcontract Works or written acceptance of the Subcontract constitutes acceptance of this Agreement unless otherwise agreed in writing.

40.2 The Subcontractor confirms that it has had a reasonable opportunity to review the Purchase Order, scope and applicable project information before commencing the Subcontract Works.

40.2.1 The Subcontractor shall promptly notify Storm Group of any material ambiguity, discrepancy or omission identified before commencing affected work.

40.3 The Subcontractor acknowledges that the Subcontract Documents identified in the Purchase Order or otherwise provided to it before commencement of the Subcontract Works have been made available to it for review.