

SUPPLEMENTAL CONDITIONS FOR THE UK

These Supplemental Conditions are incorporated into and amend the Mace Macro Standard Conditions Of Contract (the “**Conditions**”), as set out in the Conditions, if the Agreement and/or the Work is subject to the Laws of the following countries or jurisdictions:

England & Wales	Scotland	Northern Ireland	

1. INSURANCE

1.1 Without prejudice to the Vendor's obligations to indemnify Mace Macro, the Vendor shall procure and maintain policies of insurance covering its legal liability under this Order for the following minimum amounts for each and every occurrence unlimited in the annual aggregate:

1.1.1 Employers Liability – minimum required by Law, and at least £2,000,000

1.1.2 Public or Third Party Liability - £2,000,000

1.1.3 Products Liability - £2,000,000 (in respect of Goods)

1.1.4 Professional Indemnity – £1,000,000 (in respect of Services)

In each case, with 6 year run-off cover.

2. ANTI-BRIBERY/CORRUPTION AND ANTI-SLAVERY

2.1 In addition to the Conditions relating to Anti-Bribery/Corruption And Anti-Slavery, Vendor shall conduct a programme of training for officers, employees, agents, subcontractors and other members of its supply chain that ensures compliance with Mace Macro's Modern Slavery & Human Trafficking Policy Statement and keep records of all training offered and completed by its officers, employees, agents, subcontractors and others members of their supply chain and make these records available when required by Mace Macro.

3. YELLOW JACKET

3.1 “**Yellow Jacket**” means the YellowJacket Online Health & Safety Performance Management System which shall be licenced to the Vendor according to these Supplemental Conditions from the licensor, BRE, and which the Vendor acknowledges is the mandatory safety management system for a relevant Project or other element of Work.

3.2 Vendor warrants that on appointment under this Agreement, it shall purchase the required number of licences for Yellow Jacket, if any. Mace Macro shall advise the Vendor on a case by case basis of the number of licences they are required to purchase, which may relate to either the overall volume of work undertaken by the Vendor for Mace Macro, or the value of the Vendor's Work package. The Vendor will maintain the licences for the duration of the Vendor's Work for the relevant Project or element of the Work.

3.3 Vendor acknowledges that any failure to purchase Yellow Jacket licences as set out in this clause may result in Mace Macro being in breach of its obligations under the Head Contract.

4. DRUG AND ALCOHOL POLICY

4.1 “**Drugs and Alcohol Policy**” means the Mace Macro policy, issued by Mace, in relation to the taking of drugs and alcohol by employees of companies in the Mace group of companies, and all other personnel engaged upon projects undertaken by companies in the Mace group of companies, including Mace Macro and Vendor Staff.

4.2 Where the Order requires work on Mace Macro's or the Client's premises, and if any Personnel will enter and perform services upon Mace Macro's or the Client's premises in the United Kingdom as a part of delivery of the Work, then Vendor will comply with the Drugs and Alcohol Policy as if such Personnel were employees of Mace or Mace Macro, and shall place all necessary contractual obligations upon its Personnel in order to give effect to the Drugs and Alcohol Policy in this way. In relation to the foregoing:

4.2.1 The Vendor acknowledges that compliance with this requirement is a condition of entry by Personnel onto any of Mace Macro's or the Client's premises in the United Kingdom;

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4.2.2 As a minimum (but this list is not exhaustive) no Personnel shall, in performing any of the Vendor's obligations in relation to this Agreement:

- (a) report or try to report for work when unfit or likely to suffer impaired performance due to alcohol or drugs (whether illegal or not, and whether prescribed or not) or substance abuse;
- (b) be in possession of illegal drugs in the workplace;
- (c) supply others with illegal drugs in the workplace; or
- (d) consume alcohol or illegal drugs or abuse any substance whilst at work,

4.2.3 Vendor acknowledges and agrees that as part of the Drug and Alcohol Policy, random testing will be carried out throughout the staff of Mace Macro and the Vendor Personnel whom enter upon Mace Macro's or the Client's premises as a part of delivery of the Work. A refusal by any individual Personnel to take part in such testing when requested shall be considered as a failed test and will result in disciplinary action. Mace Macro is entitled to remove any Personnel who fails such a test from the Mace Macro or Client site and/or from further involvement with the Work without liability to Vendor (including in relation to any extension of time allowed for any time bound obligations, or any claim for loss and expense), and Vendor shall indemnify and hold harmless Mace Macro in relation to any claim, damage, loss or expense that arises in relation to any Personnel (or their acts or omissions) who are in breach of the Drugs and Alcohol Policy; and

4.2.4 The Drugs and Alcohol Policy shall be communicated to all Personnel by Vendor.

4.3 Failure to comply with any provision of this "*Drug and Alcohol Policy*" Clause will result in removal from the site of any or all Personnel. In this event Mace Macro reserves the right to employ other contractors to complete the Work at Vendor's expense.

5. CDM REGULATIONS

5.1 "**CDM Regulations**" means the Construction (Design and Management) Regulations 2015.

5.2 If the CDM Regulations apply to the Work or any Project, the Parties shall comply with the CDM Regulations, and Mace Macro shall provide sufficient access to the Location for the Vendor to perform its obligations under this Agreement.

5.3 Vendor warrants that it has and shall have sufficient resources to carry out the Work in accordance with this Agreement, and Vendor shall carry out the Work with sufficient resources to enable it to comply with its obligations under this Agreement.

5.4 Vendor shall carry out checks on the training and competency of the Personnel in respect of each element of the Work, and provide evidence of such checks as Mace Macro may require.

5.5 Vendor shall comply with, and give all notices required by, any statute, any statutory instrument, rule or order or any regulation or bye-law applicable to the Work, including the CDM Regulations. To the extent required by this Agreement, Vendor shall pay any fees and charges payable in respect of the Work, to the extent that they are so required to do by the documents forming part of this Agreement.

5.6 Vendor shall supply to Mace Macro copies of any communications with the Health & Safety Executive, the Environment Agency (or Scottish Environment Protection Agency) or Local Authorities which relate to any incidents at the Location which arise.

6. CURRENCY AND PAYMENT

6.1 The Currency of this Agreement is £GBP, unless stated otherwise in the Purchase Order or Standard Purchase Contract. All references in this Agreement to amounts in other currencies will be deemed converted to that currency utilising the exchange rates published by Barclays Bank plc (UK) on the relevant date.

6.2 If Mace Macro fails to pay on the final date for payment any undisputed amount which is payable to the Vendor under the Agreement then (without prejudice to any other right or remedy of the Vendor) the Vendor shall be entitled to charge interest on the amount outstanding from the final date for payment until payment is

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made in full both before and after any judgement at the rate of 2% per annum above the Bank of England's Base Rate from time to time. The parties acknowledge that Mace Macro's liability under this clause 8.9 is a substantial remedy for the purposes of the section 9(1) of the Late Payment of Commercial Debts (Interest) Act 1998.