Schedule S4

1 DEFINITIONS

(1) In the event of any inconsistency or conflict between the Terms and Conditions of Purchase, the Purchase Order and this Schedule, the following order of precedence shall apply:
  (a) the Purchase Order;
  (b) the Schedule;
  (c) the Conditions

(2) The following definitions apply to this Schedule. Any term not defined herein shall have the definition ascribed to it in Clause 1 of the Conditions:

"Confidential Information"	means all information of a confidential nature in any form whatsoever, whether or not marked as confidential, disclosed or made available by or on the behalf of the Buyer (or any of its Affiliates) to the Contractor (or any of its employees, representatives, sub-contractors or agents) and regardless of whether or not disclosure was made before or after the date of the Contract.
"Contractor"	means the Supplier as defined in the Conditions.
"Route"	means any public or private property or land used by the Buyer or its sub-contractors in the performance of the Services (including without limitation, any road, highway and bridge).
"Services"	means the engineering services more particularly described in the Purchase Order or a written statement of work.
"SHE Standards and Requirements and Site Rules"	means the Buyer's written policies and rules regarding health and safety and other requirements of visitors to a Site as notified to the Contractor from time to time.
"Site"	means the location(s) referred to in the Contract where the Services are to be performed.
"Take-over"	means the date or dates upon which the Goods and/or Services or any part thereof are taken-over by the Buyer following certification in accordance with Clause 8 of this Schedule.

2 GENERAL OBLIGATIONS AND STANDARDS

(1) The Contractor shall throughout the duration of the Contract commence, execute with due expedition and safety, complete Goods and/or Services to the reasonable satisfaction of the Buyer in accordance with the provisions, instructions and programme specified in or reasonably to be inferred from the contract.

(2) The Contractor agrees to adhere to the following responsibilities:
  (a) The Contractor is deemed to have understood the nature and extent of the Services and to have visited each Site and shall make no claim against the Buyer (or its Affiliates) founded on its failure to have done so. The Buyer shall, on request of the Contractor, grant such access as may be reasonable for this purpose.
  (b) The Buyer from time to time shall, at its discretion, provide possession of so much of a Site as is necessary for the performance of the Services, but such possession shall not be exclusive to the Contractor and it shall, as directed by the Buyer, allow others to work on and have access to a Site and afford them all reasonable facilities so to do.
  (c) The Contractor shall not make any delivery to a Site, nor commence work on any Site, before advising details to and obtaining the prior consent of the Buyer.
  (d) No work on a Site shall be covered or hidden until approved by the Buyer and such approval shall not be unreasonably delayed.
  (e) Explosives or naked lights shall not be used on any Site without the prior written consent of the Buyer
  (f) Burning shall not be carried out on any Site without the prior written consent of the Buyer.
  (g) No service (including without limitation any utility service) may be interfered with, disconnected or diverted at any Site without the prior approval in writing of the Buyer.
  (h) The Contractor shall only engage reputable third parties to perform any sub-contracted obligations pursuant to the Contract.

(i) The type of equipment and methods of working that the Contractor intends to use for the performance of the Services shall be subject to the approval in writing of the Buyer and no Services on a Site shall commence until such approval has been obtained but any such approval shall not relieve the Contractor from any of its obligations or liabilities under the Contract.
(j) The Contractor shall not interfere with the operation of any plant, machinery, equipment or services at a Site without the prior approval in writing of the Buyer.
(k) The Contractor shall not use any part of a Site for depositing plant, equipment, machinery, materials or dismantled structures arising out of the execution of the Services without the prior approval in writing of the Buyer.
(l) All consignments arranged by or on behalf of the Contractor to be delivered to a Site shall be clearly marked with the Contractor's name, together with such other markings as may be required by the Buyer. These references shall also appear on all consignment notes. The Contractor shall be responsible for receiving and off-loading all such deliveries to a Site, for storage to the Buyer's satisfaction and for all demurrage other than that arising directly from a cause for which the Buyer (or other third party contractor employed by the Buyer) is responsible.
(m) The Contractor shall remove all rubbish, materials and debris frequently and progressively as the Services proceed unless otherwise agreed or instructed by the Buyer and such removal and/or disposal shall be undertaken in compliance with all applicable laws.
(n) On the completion of the Services the Contractor shall remove from each Site all constructional plant, accommodation, rubbish, debris, equipment and temporary works of every kind, and leave each Site in a clean, tidy and safe condition to the reasonable satisfaction of the Buyer.
(o) Any further use (including without limitation any re-sale) of any rubbish, materials, debris, plant, equipment, or any other matter removed from a Site as a result of the performance of the Services, is entirely at the risk of the Contractor and to the fullest extent permitted by law no warranties (expressed or implied by law) are provided to the Contractor with regard to such removed matter.

3 HEALTH AND SAFETY

(1) In addition to Clause 11 of the Conditions, the Contractor represents and warrants that it shall:
  (a) Carry out the Services with proper regard to safety of all persons.
  (b) Comply with the SHE Standards and Requirements and Site Rules and all applicable health and safety legal requirements and shall procure that its employees and the employees of its subcontractors (if any) so comply.
(2) The Buyer shall have the right to require the immediate removal of any person brought to a Site by the Contractor who:-
  (a) has failed to comply with any applicable laws, work rules and/or the SHE Standards and Requirements and Site Rules; or
  (b) has in the opinion of the Buyer been negligent, incompetent or acted without due care; or
  (c) by act or omission has been prejudicial to the health and/or safety of persons;
  and any such person so removed shall not be granted future access to any Site or be engaged further by the Contractor to provide the Services without the prior permission of the Buyer.
(3) The Contractor shall be responsible for the suitability and safety of any equipment, machinery and materials used by it to perform the Services and no equipment, machinery or materials shall be used which may be unsuitable, unsafe or liable to cause damage or injury to property or persons. Without prejudice to the generality of the foregoing, if in the Buyer's opinion any such equipment, machinery or materials are unsuitable, unsafe or liable to cause damage or injury to property or persons, upon written or oral notification from the Buyer it shall not be used in the performance of the Services and it shall be replaced with suitable and safe equipment, machinery or materials with the minimum of delay and at the Contractor's cost.
(4) The Contractor shall not permit any person to visit a Site whose presence is not necessary for the performance of the Services without the prior consent of the Buyer.
(5) The Contractor shall keep and thereafter safely maintain and protect against loss and damage such health, safety and environmental records relating to the Services as can reasonably be expected from a prudent and reputable contractor (including without limitation records relating to personnel, training, inductions, risk assessments, investigations and accidents at work).

4 CONTRACTOR'S SUPERINTENDENCE

(1) The Contractor shall appoint a competent supervisor for each relevant Site and any instruction regarding the Services given to him/her shall be deemed to have been given to the Contractor.

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5 VARIATION TO THE SERVICES

(1) In the event that the Buyer requires additional works or services to the Services or any changes to the Services, the Buyer shall notify the Contractor of its requirements. Following such notification and in any event within two working days following receipt of the request, the Contractor shall advise the Buyer in writing of the impact (if any) of any requested change on:
   (a) the Price, together with a detailed breakdown of such additional costs, expenses and charges to be incurred by the Contractor as a result of the requested change; and
   (b) the timescales for the performance of the Services, together with a detailed breakdown of additional time required to perform the Services (as revised).

   Any suggested revision by the Contractor to the Price and/or the timescales for performance of the Services must be proportionate to the change requested to the Services by the Buyer and the Contractor shall use all commercially reasonable efforts to minimise any additional charges and delay in performance of the Services. If requested by the Buyer, the parties shall meet to discuss any requested change and/or any impact on the Price or timescales for performance of the Services as soon as practicable.

(2) The Contractor may not unreasonably withhold or delay its agreement to any reasonable request by the Buyer to add to or alter the Services and both parties shall negotiate any amendments required to the Contract in good faith.

(3) Any change to the Services or any other terms of the Contract shall only be effective and binding if documented in writing and signed by an authorised representative of each party.

6 CONTRACTOR'S RESPONSIBILITY FOR INFORMATION

(1) To the extent that the Contractor provides for Services to be executed to the Contractor's or its subcontractor's designs and for specifications, the Contractor shall be responsible for providing all drawings, specifications, calculations and other information necessary for the execution of such Services.

(2) The Contractor shall be responsible for any errors or omissions in drawings, specifications, calculations or other information provided by it whether the same have been approved by the Buyer or not and the Contractor shall rectify all such errors and omissions. The Contractor shall be responsible for the cost of such rectification of the Services as shall be necessitated thereby unless the errors and omissions are due to inaccurate information provided in writing by, or on behalf of, the Buyer, save insofar as any inaccuracy should have been reasonably apparent to an experienced Contractor or ought to have been detected by the Contractor and the Contractor fails to bring it promptly to the attention of the Buyer.

7 CONFIDENTIALITY

(1) In addition to Clause 9 of the Conditions, the Contractor undertakes to:
   (a) keep confidential all Confidential Information;
   (b) not without the written consent of the Buyer disclose any Confidential Information in whole or in part to any other person save those of its directors, employees, agents or professional advisers involved in the performance of the Services and provided in all cases that they have a need to know the same and that such disclosure is made in accordance with Clause 7(3) of this Schedule; and
   (c) use any Confidential Information solely in connection with the provision of Services to the Buyer and not otherwise for its own benefit or for the benefit of any third party.

(2) The restrictions set out in Clause 7 of this Schedule shall not apply to any Confidential Information:
   (a) that the Contractor can demonstrate to the reasonable satisfaction of the Buyer through the use of appropriate evidence was:
      (i) known to the Contractor free from any obligation of confidence prior to the date of its disclosure by the Buyer otherwise than as a result of being obtained directly or indirectly from the Buyer;
      (ii) obtained from a third party free from any obligation of confidence who lawfully possessed such Confidential Information and which was not obtained by that third party in a breach of a duty of confidence owed to the Buyer; and/or
      (iii) in the public domain in the form in which it is possessed by the Contractor and other than as a result of a breach of a duty of confidence owed to the Buyer by any person;
   (b) which is required to be disclosed by the Contractor as a requirement of law or to any regulatory body to whose rule the Contractor is subject. In such circumstances, the Contractor shall provide the Buyer with as much notice as reasonably possible of any request for it to disclose any Confidential Information and, shall assist the Buyer to resist the disclosure in question to the maximum extent permitted.

(3) Without prejudice to the generality of Clause 7 of this Schedule, the Contractor further undertakes to make all relevant directors, employees, sub-contractors, agents and professional advisers aware of the confidential nature of the Confidential Information under this Clause and shall procure the compliance of all such persons with the provisions of this Clause as if those persons were a direct signatory to the Contract. If required by the Buyer, the Contractor shall procure that all such persons used in connection with the Services sign a non-disclosure agreement directly with the Buyer.
(4) The Contractor shall not make use of or make any reference to the name of the Buyer (or any Affiliate of the Buyer) for any advertisement, announcement, marketing or publicity without the prior written consent of the Buyer.
(5) The Contractor shall not without the prior consent of the Buyer in writing take or permit to be taken any photographs of any Site or any part thereof, or any property of the Buyer (including without limitation equipment and installations).
(6) This Clause 7 of this Schedule shall survive termination of the Contract for whatever reason

8 TESTS AND TAKEOVER

(1) Prior to Take-over, relevant tests shall be carried out at the request of the Buyer to check the Goods and/or Services have been completed in accordance with the Contract. These tests should be carried out in the presence of, and at times agreed by, the Buyer.
(2) If any portion of the Goods and/or Services fails to pass such tests, the tests shall, at the cost of the Contractor, be repeated within a reasonable time.
(3) As soon as, in the opinion of the Buyer, the Goods and/or Services have been successfully completed and have passed all relevant tests, or where the Buyer waives its right to have the tests completed, the Buyer shall issue a take-over certificate in respect of the Goods and/or Services, or any portion thereof, stating therein the date of the Take-over.
(4) The Buyer shall be responsible for the care and operation of the Goods and/or Services so certified as taken-over.

9 WARRANTY PERIOD

(1) In addition to Clause 3 of the Conditions, the Contractor warrants for a period of twenty-four (24) months from the date of Take-over that the Goods and Services shall be free from defects in design, materials and workmanship and the Contractor agrees at its own cost and as soon as reasonably practicable to repair or replace the Goods and/or Services (or any part thereof) that is the subject of any such defect(s).
(2) If it is necessary for the Contractor to repair or replace any part of the Goods and/or Services pursuant to Clause 9(1) of this Schedule, the provisions of Clause 9(1) of this Schedule shall apply to such parts of the Goods and/or Services so repaired or replaced until the expiration of eighteen (18) months from the date of such repair or replacement.
(3) Without prejudice to any other rights and remedies, in the event that the Contractor does not comply with Clause 9(1) of this Schedule the Buyer may carry out such repairs or replacements as its deems reasonably necessary and shall be entitled to claim full reimbursement from the Contractor of all reasonable costs incurred in doing so. Such action shall not relieve the Contractor of its continuing obligations under the Contract.

10 LIABILITY FOR DAMAGE, LOSS AND INJURY

(1) In addition to Clause 10.1 of the Conditions, the Contractor shall indemnify the Buyer and keep the Buyer indemnified against any liability, claims, actions, demands, expenses, costs (including but not limited to legal costs and other professional costs), proceedings, losses (including but not limited to loss of profit) or damages ("**Losses**") arising out of the Services, (and including but not limited to for the avoidance of doubt arising from any equipment, machinery or materials) and including but not limited to losses and costs incurred by the Buyer in connection with any regulatory enforcement action and/or damage to property, land, personal injury and death. This Clause 10 of this Schedule shall survive termination of the Contract for whatever reason.

11 INSURANCE

(1) Clause 12 of the Conditions, details the requirements of Third Party Liability, Professional Indemnity, Workmen's Compensation and Buyers Liability insurances that shall be maintained by the contractor
(2) In addition to Clause 12 of the Conditions, the Contractor shall also maintain the following other insurance policies, with an insurance office of good repute to cover any foreseeable commercial risk, including but not limited to:
    (i) Insurance for the replacement of the Contractor's equipment, defective materials, tools and any other item that is necessary to be used for the completion of the Services.
    (ii) Motor, Marine or Aviation Insurance as appropriate.
(3) The Contractor shall ensure that any subcontractor also maintains each of the insurances set out in Clause 11 of this Schedule.

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12 SUSPENSION OF THE SERVICES

(1) The Contractor shall suspend the whole or any part of the Services on the written instructions of the Buyer. Any reasonable additional costs that arise as a direct result of such suspension shall be reimbursed by the Buyer unless such suspension is required due to the default of the Contractor or a negligent act or omission of the Contractor or one of its sub-contractors.

13 LOAN OF BUYER'S PLANT AND EQUIPMENT

(1) Where plant or machinery is loaned to the Contractor by the Buyer and such is operated by an employee, servant, sub-contractor or other representative of the Buyer:-
   (a) such operator shall not become an employee or servant of the Contractor but shall carry out with such loaned plant or machinery such work as the operator may be directed to do by the Contractor; and
   (b) the Contractor shall be liable for any loss or damage to such loaned plant and machinery caused by the misdirection or misuse of it due to negligence on the part of the Contractor, its servants or agents.

(2) Where loaned plant or machinery of the Buyer is operated by a servant, employee or agent of the Contractor or subcontractor, the Contractor shall be liable for all loss, theft and damage to such loaned plant and machinery unless it can show that it was caused by a defect present therein at the commencement of the loan.

(3) Unless the loaning of the plant and machinery by the Buyer to the Contractor is specified in the Contract, the Contractor has no automatic right to receive loaned plant or machinery.

(4) The Buyer shall have the right to withdraw any loaned plant and machinery at any time and shall be under no liability to the Contractor in connection with the Buyer for failing to lend plant or machinery at any time.

14 EXTRAORDINARY TRAFFIC

(1) The Contractor shall use all reasonable endeavours to prevent any Routes from being subjected to extraordinary traffic (within the meaning of any applicable law) by any traffic of the Contractor or its subcontractors. Without prejudice to the generality of the foregoing, the Contractor shall select Routes and use vehicles and restrict and distribute loads so that any such extraordinary traffic arising from the moving of plant, materials or dismantled structures to and from a Site shall be limited as far as is reasonably possible and so that no unnecessary or avoidable damage may be caused to such Routes.

(2) Unless otherwise provided for in the Contract, the Contractor shall be responsible for and shall pay the cost for the strengthening, altering and improving of any Route required for the movement of plant, materials or dismantled structures arising out of the Services, and the Contractor shall indemnify the Buyer against any and all liabilities, claims, actions, demands, expenses, costs (including but not limited to legal costs), proceedings, losses (including but not limited to loss of profit) or damage incurred by the Buyer or its Affiliates in connection with any loss or damage to a Route caused by any such movement including, without limitation, any claims as may be made by any competent authority against the Buyer or its Affiliates pursuant to any applicable law.

(3) If, notwithstanding Clause 14(1) of this Schedule any damage occurs to a Route arising from the Services, the Contractor shall notify the Buyer as soon as it becomes aware of such damage or receives any claim.

15 CLAIMS FOR EXTRA PAYMENT

(1) No claims for payment in addition to the agreed charges or Price shall be considered by the Buyer unless such claim is submitted to the Buyer before or as part of the final invoice and at all times within one (1) month of certification of Take-over or in the absence of a formal certificate where Take-over can be deemed to have taken place by the conduct of both parties.

16 SITE LABOUR

(1) The Services at a Site shall be executed within the normal hours of operation of the relevant Site but a departure from these hours may be agreed between the Buyer and the Contractor without any variation to the Price. If the Buyer instructs the Contractor to work such overtime for other reasons, the Buyer shall pay to the Contractor the net extra cost of the overtime premium payments.

(2) The Contractor and its subcontractors (if any) unless otherwise specifically notified shall pay their respective employees engaged on the Site the rates of wages, and observe hours and conditions of working, recognised by the national agreements for the industries or trades applicable to the Contractor's work. In the absence of such agreements the Contractor and its subcontractors shall observe rates and conditions approved by the Buyer.

(3) Bonus and other payments outside those defined in Clause 16(2) above shall only be made in accordance with principles agreed with the Buyer.

(4) Once the Contract has commenced the Contractor and its subcontractors shall not introduce or commence to negotiate any changes in the arrangements in Clauses 16(1), (2) and (3) above without the written consent of the Buyer. Notice shall be given to the Buyer of the implementation of any national awards affecting these arrangements.