



SUB-CONTRACT TERMS & CONDITIONS

I. Status of Engagement

The Sub-Contractor is engaged as an Independent Contractor and not as an employee, worker, agent, or partner of Lil Fire Ltd.

There is no obligation on Lil Fire Ltd to offer work, and no obligation on the Sub-Contractor to accept work. The Sub-Contractor is free to undertake work for other parties.

Nothing in this agreement shall create an employment relationship.

2. Services and Scope of Works

2.1 The specific scope of works shall be defined on a project specific Purchase Order issued by Lil Fire Ltd.

2.2 Demand for services is irregular and intermittent and cannot be guaranteed.

2.3 Lil Fire Ltd will define the objectives and required outcomes. The Sub-Contractor is responsible for how those objectives are achieved, subject to meeting required standards and timescales.

3. Standard of Service

The Sub-Contractor shall carry out all services:

- in a good and workmanlike manner
- with reasonable skill and care
- in accordance with all applicable British and European Standards
- in accordance with relevant codes of practice and statutory requirements

4. Delegation

The Sub-Contractor may delegate the services to suitably competent personnel.

The Sub-Contractor remains fully responsible for:

- delegated personnel
- their conduct and competence
- payment, tax, and statutory obligations

Lil Fire Ltd must be notified where delegation occurs. All delegated workers must comply with Lil Fire Ltd health and safety and insurance requirements.

5. Invoicing

5.1 All invoices must be submitted by email to UK@lilfire.co.uk

5.2 Invoices must be submitted:

- Monthly where required by the project
- no later than the last of each month

Invoices submitted after this date will be processed in the following month.

5.3 Each invoice must include:

- full company name and address
- email contact details
- invoice number and date
- purchase order number (one per invoice)
- job or project number and name

- description of works completed
- period of claim
- retention deduction where applicable
- CIS deduction where applicable
- net value, VAT value, and gross value

Invoices missing required information will be held in dispute and returned for amendment.

6. Payment Terms

Payment terms are normally 30 days month end, unless otherwise agreed and stated on the Purchase Order.

Payment is made by BACS transfer. Where the last day of the month falls on a weekend or bank holiday, payment will be made on the next working day.

7. Retention

7.1 Retention is discretionary and will be confirmed on a project by project basis.

7.2 Retention details will be identified on the relevant Purchase Order.

7.3 Retention claims must be invoiced separately and include full supporting details including invoice numbers, job numbers, and date ranges.

7.4 Retention is held for a maximum of two years from the original invoice date and cannot be claimed after this period.

7.5 Retention does not fall under standard payment terms.

8. Insurance

The Sub-Contractor shall maintain all required insurance policies relevant to the services provided, including:

- Public Liability Insurance
- Employer's Liability Insurance where applicable
- Professional Indemnity Insurance where applicable

Full insurance schedules must be provided. Summary letters are not acceptable.

If insurance expires and updated documents are not provided, the Sub-Contractor's account will be placed on hold and payments suspended until compliant documentation is received.

9. Defective Work

Where services are found to be defective or not fit for purpose, the Sub-Contractor shall make good at their own cost and in their own time within a reasonable period.

The Sub-Contractor shall be liable for any costs, penalties, or remedial works arising from poor workmanship or late completion.

10. Monetary Liability

Lil Fire Ltd may deduct from any monies due to the Sub-Contractor any sums owed howsoever arising, including costs related to defects, delays, or breaches of these terms.

II. Tax and National Insurance

The Sub-Contractor is responsible for all tax, national insurance, and statutory obligations relating to themselves and any delegated workers.

The Sub-Contractor shall indemnify Lil Fire Ltd against any claim arising from employment status, tax liabilities, or statutory obligations.

Lil Fire Ltd accepts no liability for losses or liabilities incurred by the Sub-Contractor in relation to tax or statutory matters.

I2. VAT

Where VAT registered, the Sub-Contractor shall submit valid VAT invoices showing VAT separately.

I3. Absence

The Sub-Contractor is not entitled to payment for holidays, sickness, or absence.

If unable to attend site, the Sub-Contractor must notify Lil Fire Ltd as soon as possible.

I4. Termination

This agreement may be terminated by either party at any time without notice and without liability.