APPOINTMENT OF PROJECT SUPERVISOR CONSTRUCTION STAGE

Health, Safety & Welfare at Work (Construction) Regulations 2013

This Agreement is made the (date) .....day of (month).....(year) 2026

Between Fingal County Council ("the Client")

and _____ ("the Contractor")

Reciting

(a) By Tender of (date/month/year)..... ..... ("the Tender")
the Contractor has offered to undertake ***Response and General Maintenance Work for Fingal County Council Dwellings in West (D15) & South Fingal {Job No 26-002}*** ("the Project") on behalf of the Client.

(b) The Client having accepted the Tender (or any modification thereof) the Parties have entered into an Agreement dated (date/month/year) ..... ("the Main Contract") by which the Contractor has undertaken to construct the Project on behalf of the client.

(c) The Contractor has included in the tender sum (or any modification thereof), for the provision of the services of Project Supervisor Construction Stage in respect of the Project pursuant to the Safety, Health and Welfare at Work (Construction) Regulations 2013 ("The Regulations").

(d) The contractor has undertaken in the Tender, in consideration of the acceptance of the Tender (or any modification thereof), to enter into a Collateral Agreement to the Main Contract to provide the services of Project Supervisor Construction Stage pursuant to Regulations 16, 17, 18, 19, 20, 21, 22 and 23 of the Regulations in respect of the Project.

(e) The Client wishes to confirm the appointment of the Contractor as Project Supervisor Construction State of the Project and the Contractor his agreement to accept the Appointment.

Now it is herby confirmed and agreed as follows:

1. The Client hereby appoints the Contractor and the Contractor accepts the appointment as Project Supervisor for the Construction Stage of the Project as required by the Regulations.

2. The Contractor undertakes that he is competent to and shall perform the duties of Project Supervisor Construction Stage as required by the Regulations.

3. The Client shall pay to the Contractor any amount included in the Contract Sum in respect of this service adjusted as necessary in accordance with the provisions of the Main Contract.

4. This Agreement is collateral to the Main Contract.

5. The Contractor shall procure the insurance cover required to be obtained and maintained by the Contractor pursuant to the provisions of the Main Contract and shall provide indemnity for the client in respect of any claim for bodily injury or property damage which the Contractor may incur by reason of the performance of the functions and duties of Project Supervisor Construction Stage of the Project.

6. In the event of the employment of the Contractor being determined under the conditions of the Main Contract, the employment of the Contractor under this agreement may also be terminated at the discretion of the Client.

7. In the event of the termination of this agreement, the Client reserves the right to use documents prepared by the Project Supervisor Construction Stage pursuant to and for use under this Agreement without prejudice to the lien on such documents against unpaid fees, provided always that such documents are used solely for the purposes of the Project and for the preparation of the safety file.

Signed on behalf of the Client	Signed on behalf of the Contractor
In the presence of	In the presence of