



**BONAFIDE SUB-CONTRACTOR
TERMS & CONDITIONS**

THIS CONTRACTOR AGREEMENT is dated XXXXX

Between the following Parties

CENTUM

And

(Each a Party and together the Parties.)

SERVICES / SCOPE OF WORKS:

The provision of xxxxxxxxxx

START DATE: XXXXXXXXXXXX

EXPECTED DURATION/ END DATE: XXXXXXXXXXXX

A. TERMS AND CONDITIONS OF SUBCONTRACT

1. Existence And Scope Of Contract

1.1 These Terms and Conditions together with the Subcontractor Order Contracts set out all the rights and obligations of the parties each to the other and no other terms or conditions shall be applicable save to the extent that such terms and conditions are imposed by statute, and no other terms or conditions shall be implied.

1.2 You should sign and return a copy of these Terms and Conditions. In any situation, where these Terms and Conditions are not signed, then unless otherwise expressly agreed in writing, commencement of the Subcontract Works shall signify acceptance of these Terms and Conditions. For the avoidance of doubt Centum do not intend to enter into contract on any terms and conditions other than those set out herein. It is an express term and agreement between the parties that if work commences without signing of any terms that this contract/subcontractor order and terms and conditions therein apply to the said works contract.

1.3 The Subcontract Works are executed as part or all of work to be carried out by Centum for its Customer under the Principal Contract.

1.4 In the event of conflict between the terms and conditions of the Principal Contract and these Terms and Conditions the latter shall take precedence.

2. Definitions

2.1 The following terms shall have the following meanings:

(i) "Centum" means Centum Engineering Services or any other associated, group or subsidiary company (Centum) hereinafter referred to as "Centum" or "the Company" The purchasing company detailed as per your sub-contract order will be the engaging company which you are legally contracted with

and will be determined by any of the following, the entity that issues you a subcontractor order, issues you instruction or the entity that you invoice. Please ensure you are clear on which entity it is you are engaged by for each engagement if you have any doubt on which entity you are engaged please ask for clarity.

(ii) The "Subcontract Works" means all materials to be supplied and work to be done by the Subcontractor including incorporation of Free Issue Equipment, as specified in the Subcontractor Order.

(iii) The "Subcontract Price" means the total price payable exclusive of Value Added Tax in the amount stated in the Subcontractor Order.

(iv) "Variation" means any change or addition to or omission from the Subcontract Works, or any change in the manner order or time in which the Subcontract Works are required by Centum to be carried out, such variation will only be paid for if pre agreed in scope and price by Centum, in writing - See Section 4 below.

(iv) The "Site" means the location notified by Centum to the Subcontractor as the place where the Subcontract Works are to be carried out.

(v) "Defect" and "Defective" means materials supplied or work carried out not in accordance with the Subcontract.

(vi) "CDM Regulations" means the Construction (Design and Management) Regulations 1994.

(vii) "Principal Contract" means the contract between Centum and its Customer.

(viii) "Subcontract" means Centum's Subcontractor Order and the Subcontractor's acceptance thereof, these Terms and Conditions, and any documents referred to therein including the provisions of the Principal Contract.

(ix) "Customer" means the customer/contractor/ employer of Centum under the main contract.

(x) "Completion Date" means the date (if any) specified in the Subcontractor Order as the date on which the Subcontract Works shall be Complete.

(xi) "Free Issue Equipment" means Equipment or goods or materials supplied by Centum to the Subcontractor without charge for incorporation in the Subcontract Works.

(xiii) "Substantially Complete" means finished except

for de minimis items which are capable of being finished without material effect on the Customer's use of the Site, such being at the sole discretion, approval and certification of Centum.

(xiv) "Client" means the name registered as the Client with the Health and Safety Executive under the CDM Regulations.

(xv) "Subcontractor Order contract" means a completed Subcontractor Order completed.

(xvi) "Confidential Information" means proprietary information of a confidential or secret nature, whether or not protectable as a trade secret which provides or could provide an advantage to a competitor, or which Centum wishes to designate as confidential for legitimate and valid business reasons or, without generality to the forgoing, which concerns the business, sales, research, development, information technology, intellectual property, finance or organisation of the Company, its subsidiary or associated companies ("the Group") and and/or their suppliers, customers or potential customers which shall have come to the subcontractor knowledge during the course of his subcontract agreement, and includes but is not limited to details of any trade secrets, trademarks, inventions, customer lists, accounts, services, innovations, processes and procedures, information, records, specifications owned or licensed by Centum and/or used by Centum in connection with the operation of its business, advice to any client or customer, client or customer lists, trading details or other information of a confidential nature relating to the goodwill and secrets of the Company or any member of the Group, including (without limitation): (a) financial information (including but not limited to confidential pricing information (specifically including but not limited to charging rates or commission rates) or any information relating to prospective or actual tenders for contracts with prospective or actual suppliers or investors or customers of the Company or any member of the Group) relating to the Company or any member of the Group; (b) any information relating to the Company's or any member of the Group's portfolios, accounts, the strategy employed by the Company or any member of the Group, specific

investments made or planned, campaigns run or planned or advice given or planned by the Company or any member of the Group (and their terms); (c) any Intellectual Property created or developed by the Company or any member of the Group's employees or consultants; (d) the business plans, marketing plans or methods of the Company or any member of the Group; and (e) details of any client of Products or Services offered by the Company or any member of the Group, customer lists, customer details, customer private information the names or details of employees of the Company or any member of the Group, but shall not apply to information which: (i) is used or disclosed in the proper performance of your duties or with the consent of the Company; (ii) is ordered to be disclosed by a court of competent jurisdiction or otherwise required to be disclosed by law; (iii) comes into the public domain (otherwise than due to a default by you).

3. Subcontractor's Obligations

3.1 The Subcontractor shall carry out and complete the Subcontract Works in accordance with the Subcontract and to the reasonable satisfaction of Centum and its Customer and any other person whose satisfaction is expressly required under the Principal Contract.

3.2 The Contractor is not obliged to offer work on any contract to the Subcontractor, neither is the Subcontractor obliged to accept any work offered. Specifically, nothing in this contract shall render or be deemed to render the sub-contractor an employee or agent of the contractor and you hereby confirm that you are a self-employed sub-contractor and not an employee or agent of the Contractor. Both parties agree that they do not intend to create or imply any mutuality of obligations at any time, either during or in between any individual engagement.

3.3 The Subcontractor shall not assign whole or part of the benefit of this subcontract nor sublet the whole or part of the Subcontract Works without first obtaining Centum's written consent and agreeing terms in writing.

3.4 If a Completion Date is stated in the Subcontractor Order the Subcontract Works shall be completed by that date or such extended date as shall be fixed under Clause 6.3. If no such date is stated the Subcontractor shall carry out and complete the Subcontract Works in a reasonable time from the date on which it is requested to commence by Centum.

3.5 The Subcontractor shall fully comply with its Industry's Working Rule Agreement current in force and shall supply such evidence in verification of its compliance as may reasonably be required by Centum from time to time upon request.

3.6 The Subcontractor has the absolute discretion to send a substitute or hired assistant to perform the Services. The substitute or hired assistant may be rejected by the Contractor only if in the reasonable opinion of the Contractor such substitute or hired assistant does not possess the necessary skills or qualifications to carry out the Services and by their actions could compromise safety of others on site.

3.7 Where a substitute or hired assistant is sent by the Subcontractor there shall be no contractual or financial relationship between the Contractor and the substitute or hired assistant. The Subcontractor is solely responsible for arranging payments to the substitute or hired assistant.

3.8 The Contractor shall comply with all applicable laws, rules, regulations and by-laws and with all orders, decrees, policies and directives issued by applicable governmental authorities. Nothing in this agreement shall be construed as requiring either party to perform its obligations hereunder, where such performance shall constitute an infringement, contravention, breach or interference with any third party.

3.9 The Contractor is obliged to unconditionally cooperate with the monitoring of compliance with its legal obligations and other obligations arising from this Contract.

3.10 The Subcontractor is solely responsible for the payment of all social security contributions and tax obligations (to include but not limited to income tax and corporation tax), including VAT, with respect to the fees paid under this Contract.

3.11 The Subcontractor is responsible and accepts that anyone they engage including themselves personally has the Right to Work in the Jurisdiction in which the Assignment is based and holds all relevant documentation, visas and/or work permits, A1 Certificates, Posted worker notifications etc if and when required.

3.12 Where transport facilities are made available by the Contractor to a particular location this is entirely at the Contractor's discretion and such facilities may be withdrawn at any time and the costs of such facilities will be reflected in the price or rate agreed with the Subcontractor or deducted from contract sums due to the subcontractor under this or any other contract. For avoidance of doubt any such terms will be a commercial arrangement to reduce the overall costs to both the contractor and subcontractor.

3.13 Where as part of agreed commercial terms between the parties' transport and accommodation facilities are funded upfront by the Contractor, if the Subcontractor abuses this agreement in any way to include and not limited to; failing to attend site on days as advised by them for the required minimum period for which accommodation flights or transport is arranged, or any pre-booked expenses, the Contractor has a right to deduct such loss from any payments owed by the Contractor to the Subcontractor or to seek repayment if no such contract sums or part thereof are due to the subcontractor. The Contractor is also entitled to charge for losses arising due to missed flights/travel prepaid by contractor on subcontractor behalf.

3.14 The contractor has the right to provide shared accommodation. The contractor does not have to supply single rooms to the Subcontractor and if

requested the contractor may pass on any extra charge incurred for this. All hotel rooms/apartments/ house or any form of living accommodation supplied by the contractor are strictly non- smoking, this also applies in instances where the hotel/apartment/ house management/ owners/landlords supplying to the contractor allows it. The Subcontractor will respect all property/living accommodation the contractor puts them in, any damage/ breakages/cleaning bills/ charges of any nature passed to the Subcontractor due to the Subcontractor's actions will be deducted from any monies owed to the subcontractor. Any balances to be deducted can also be offset against other subcontract sums payable in respect of other contracts or a payment claimed from the subcontractor if no such sums are due. The Subcontractor is not to charge any expenses of any kind (example food and drink) under any circumstances to the contractor. The contractor is allowed access at any time to any type of accommodation they are providing. The booking of accommodation in the name of a Contractor may be required by the Providers of such services who often require advance pre booking and payment. While this may also secure cost savings to both parties by way of more competitive rates the booking of such is simply carried out for logistical purposes only to secure economy of scale advantages and resultant cost savings by way of preferential terms such as negotiated corporate discounts.

3.15 Support services provided by Centum for logistical purposes, or training to maintain health and safety standards on site may at the discretion of Centum be recovered on termination/ cessation of this agreement in the form of a with holding from your final invoice. Centum reserves the right in accordance with this agreement on your departure / termination of this agreement to demand repayment of any associated outlays above and can at Centum discretion deduct the associated outlays from your final account settlement. Depending on the circumstances, Centum may agree to a repayment plan.

Other costs to Centum for support services provided to the Subcontractor to secure economies of scale

with resultant cost savings, will be deducted from Subcontractor Payment Applications and advised through Self Bill or Payment Advice issued by Centum. These services could include but are not limited to assistance with PPS applications, registering for RCT or other taxes, refund procedure for RCT, and assistance with A1 applications. Depending on the circumstances, Centum may agree a repayment plan.

4. Instructions And Variations

4.1 Centum may issue written instructions which the Subcontractor shall carry out.

4.2 The Subcontractor shall not make any Variation except Variations ordered by or approved in writing by Centum and the Subcontractor shall not accept instructions relating to this subcontract from anyone except Centum or any person expressly authorised by Centum or any person having statutory powers to give the relevant instruction.

4.3 Centum may instruct the Subcontractor to carry out a Variation.

4.4 Centum will require the value of any Variation to be agreed before its execution by the Subcontractor.

4.5 If the value of any Variation is not agreed as provided in Clause 4.4 Centum may require such Variation to be executed, variations shall be executed and shall be valued using either day or hourly rates agreed and set out on the Subcontractor Order (if any) or in the absence of such rates and prices on a fair and reasonable basis in all the circumstances which shall take into account any rates or prices for similar work contained in the Subcontract.

5. Completion And Defects

5.1 The Subcontractor shall notify Centum in writing when, in his opinion, the subcontract works are Substantially Complete giving dates when such works will be complete. Within 21 days of such notification Centum shall either dissent in writing giving reasons for such dissent or shall accept that the Subcontract Works are substantially complete. It

is agreed that the period required to fully complete the Subcontract Works shall be taken into account in determining whether the Subcontract Works are Substantially Complete.

5.2 The Subcontractor shall, until the end of the Defects Liability Period, stated in the Subcontractor Order (If it is not stated in the Subcontractor Order that period will be for 12 calendar months from date of completion) be responsible for making good at its own cost any Defect in or damage to the Subcontract Works to the extent that Centum is responsible to make good under the Contract. Unless that if such damage was caused by the act of neglect or default of Centum or others (except the Subcontractor) for whom it is responsible Centum shall pay the reasonable costs of making good such damage.

6. Time

6.1 On the date or dates for commencement stated in the Subcontractor Order, the Subcontractor shall commence the Subcontract Works on site and regularly and diligently proceed with and complete the Works within the period or periods (if any), specified in the Order. Centum may issue, from time to time, to amend the phasing, sequencing or co-ordination of the Subcontract Works to facilitate the overall progress of the Principal Contract works. It is the responsibility of the Subcontractor to ensure that it is aware of the requirements of the construction programme on a daily basis. If it becomes reasonably apparent that the Subcontractor is failing to maintain progress in accordance with the requirements of the construction programme, Centum may employ other persons to carry out that part of the Subcontract Works so affected without being in breach of the Subcontract. The costs of labour, plant and materials incurred by Centum including a reasonable allowance for overheads and profit in carrying out that part of the Subcontract Works shall be deducted from any monies due to the Subcontractor or at the absolute discretion of Centum, instruct acceleration at no extra cost to Centum or the Employer.

6.2 The Subcontractor shall have allowed for

the required number of visits to site to properly complete the Subcontract Works in accordance with the construction programme including any amendments thereto. If the Subcontractor considers it necessary to leave site at any time and make additional visits to complete the Subcontract Works, then it is its responsibility to ensure that any such arrangements are confirmed in writing to Centum before withdrawing operatives and/or leaving site.

6.3 If the Subcontractor fails to complete the Works or any section thereof within the period or periods specified or any extended period or periods which may be granted by Centum, the Subcontractor shall pay or allow to Centum a sum equivalent to any loss and/or expense suffered or incurred by Centum and caused by the failure of the Subcontractor as aforesaid. Centum shall at the earliest opportunity give reasonable notice to the Subcontractor that loss or damage or expense is being or has been suffered or incurred.

6.4 The loss, damage or expense referred to in Clause 6.3 shall be recoverable by Centum from the Subcontractor by way of deduction from any monies due to the Subcontractor under this Subcontract or any other contract between Centum and Subcontractor. Centum shall also be entitled to apply monies due to the Subcontractor under this Subcontract towards payment of any sum owing by the Subcontractor to Centum in relation to any matter whatsoever.

7. Price And Payment

7.1 In consideration of performance of the Subcontract Works in accordance with the Subcontract, Centum shall pay the Subcontract price to the Subcontractor at the times and in the manner set out in the Subcontract, Subcontractor Order or additional terms agreed in writing. In accordance with weekly / bi weekly or monthly advances based on value of works completed.

7.2 Subject to the provisions of the Subcontract, the cost of executing the Subcontract Works shall be at the risk of the Subcontractor, which shall be

deemed to have obtained all information and taken into account of all circumstances which may affect such cost. Save as expressly provided elsewhere all such costs shall be deemed to be included in the Subcontract price which shall not be adjusted in any way other than in accordance with these terms and conditions.

7.3 The Subcontract price excludes Value Added Tax.

7.4 Unless otherwise stated in the Subcontractor Order the Subcontract Price is fixed for the duration of the Subcontract Works, unless additional works agreed per section 4.

7.5 Payment to the Subcontractor shall be made in the following manner

(a) The Subcontractor may submit application for payment together with details of amounts claimed for work properly executed under the Subcontract and for any unfixed goods or materials properly supplied and stored on the site accompanied by such documents as Centum may require and for any other amounts due under the Subcontract. Applications for payment may be submitted at intervals starting either one month after the Subcontractor commences work on site or on completion of the stage of Subcontract Works whichever is the sooner.

(b) Payment shall become due 14 days after the end of the calendar month during which Centum receives the Subcontractor's application and payment shall be made within 14 days of becoming due. Please refer to application, certification and payment dates document for more clarity, this can be requested via our accounts department.

(c) Within 5 days after a payment becomes due Centum shall notify the Subcontractor in writing giving details of the amount to be paid and the basis on which such amount is calculated.

(d) If in respect of any application for payment Centum intends to withhold payment (or part thereof) of a sum previously notified as due under (c) above Centum shall give written notice of such intention not later than 3 days before the latest date for payment under (b) above giving details of each amount to

be withheld and the grounds for withholding each amount.

(e) Payment of retention monies (if any) shall fall due and, subject to the Subcontractor first submitting an application for payment thereof, the final dates for payment shall be:

(i) the first half of the retention shall be due on the date when the Subcontract Works are agreed to be Substantially Complete and its final date for payment shall be 30 days thereafter.

(ii) the second half of the retention shall be due on the date when all Defects notified to the Subcontractor within the defects liability period specified in the Subcontractor Order or 12 calendar months from completion have been properly made good and its final date for payment shall be 30 days thereafter or such time or duration as agreed by Centum.

7.6 Value Added Tax where properly chargeable by the Subcontractor shall be added to any payments made under the Subcontract.

7.7 Notwithstanding the provisions of Clause 7.5 payment shall not be made until Centum receives payment under the Principal Contract in respect of work or materials or other amounts incorporated in the Subcontractor's application for payment.

7.8 Subject to Clause 7.5(d) Centum shall be entitled to set off against any payment otherwise due to the Subcontractor, under this Subcontract or otherwise or any other contract or sub-contract existing between the parties, the amount of any damages costs, losses and expenses which have been incurred by Centum and/or the Customer or which Centum bona fide estimates are likely to be incurred by reason of any breach of or failure to observe the provisions of this Subcontract by the Subcontractor. Such set off or cross company/jurisdiction recovery shall not be restricted to this contracted jurisdiction, but may be made against any trading entity, affiliate or group, or parent company in any other jurisdiction at the failure of this contracting sub-contractor, without reservation, such cross set off or warranty to be chosen at the absolute discretion of Centum.

7.9 Any Statutory Tax Deductions shall be applied in accordance with local laws and any subsequent amendments to or revisions thereof to all payments due in accordance with the Subcontract.

8. Discretionary Performance and Incentive Plan

8.1 At the absolute discretion of the Company a subcontractor may be invited to participate in the discretionary performance and incentive plan in any particular year; the details of which for year 2022 are set out at Schedule 2 to these Terms. Participation, and award, if any, are contingent upon strict compliance with these Terms and Conditions as well as the additional terms and conditions set out in the Plan

9. Supervision, Health And Safety, Quality

9.1 At all times during the carrying out of the Subcontract Works the Subcontractor shall provide all necessary supervision to ensure the proper execution of the Subcontract Works and shall have a competent person in charge on the site who shall be authorised to accept instructions and directions on behalf of the Subcontractor.

9.2 The Subcontractor shall make itself familiar and comply with the requirements for health and safety and quality control under the provisions of the Principal Contract in so far as they relate to the Subcontract Works.

9.3 Without prejudice to the Subcontractor's obligations under Clause 8.2 the Subcontractor shall comply with the provisions of Centum's current Health and Safety Regulations, a copy of which shall be given to the Subcontractor on demand.

9.4 To the extent that the Subcontractor is a Designer or a Contractor for the purposes of the CDM Regulations, the Subcontractor shall provide such information as may be required for it to comply with the said Regulations including, but not limited to, information for incorporation by duty holders under the said Regulations in the Health and Safety Plan

and the Health and Safety File for the Client's project.

9.5 All materials and goods supplied shall so far as procurable be of respective kinds and standards described in the specification drawings or other documents specified in the Subcontractor Order.

9.6 All workmanship shall be of the standard described in the specifications drawings and other documents specified in the Subcontractor Order. If no such standards are described the workmanship shall be of a standard appropriate to the Subcontract Works.

9.7 All work shall be carried out in a proper and workmanlike manner, qualifications must be provided for all operatives; if not provided then price will be amended unless otherwise agreed in writing (in short, Centum will not pay for unqualified operatives regardless of performance / completion of subcontracted works).

9.8 To the extent that the Subcontractor carried out design including the choice of materials, the Subcontract Works shall be fit for any purpose made known to Centum.

10. Indemnity And Insurance

10.1 The Subcontractor shall indemnify Centum against and from any breach, non-observance or non-performance by the Subcontractor, its servants or independent contractors of any of the provisions of the Principal Contract, any act, omission or default of the Subcontractor, its servants, agents or independent contractors which involves Centum in any liability whatsoever and against any claim, damage, loss or expense due to or resulting from any negligence or breach of duty of the Subcontractor, its servants, agents or independent contractors. The limit of such indemnity shall be as stated on the Order.

10.2 The Subcontractor shall without prejudice to its liability to indemnify Centum as aforesaid, adequately insure against any expense, liability, loss, claim or

proceedings whatsoever arising under any statute in force or at common law in respect of personal injury to or death of any person whomsoever and arising out of, or in the course of, or caused by or in connection with the carrying out of the Subcontract Works and against any expense, liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to any property real or personal in so far as such injury or damage arises out of, or in the course of, or is caused by, or by reason of or in connection with the carrying out of the Subcontract Works and provided that the same is due to any act, omission or default of the Subcontractor or anyone for whom the Subcontractor is responsible.

10.3 The Subcontractor shall produce for inspection on demand by Centum the policies of insurance required by Clause 9.2 and the premium receipts therefor. In the event of any failure by the Subcontractor to comply with the provision of Clause 9.2, Centum may itself insure and deduct the cost of the premiums so incurred from any monies due or to become due to the Subcontractor.

10.4 The Subcontractor agrees to indemnify and save harmless the Company and its successors and assigns, from any claim, action, liability, loss, damage or suit, arising from claims in the broadest sense related to employees of the Subcontractor, or employees of the Subcontractor, which have been employed by or via Subcontractor for activities of the Company, such as, but not limited to: - Fines by governing bodies;- Pension claims;- Social securities; - Claims based on the Sequential Liability Act.

10.5 In the event of any asserted claim on the Company, The Subcontractor shall provide the Company immediate written notice of the same, and thereafter The Subcontractor shall at its own expense defend, protect and save harmless the Company against that claim or any loss or liability thereunder.

10.6 In the event the Subcontractor shall fail to so defend and/or indemnify and save harmless the Company then in such instance the Company shall

have the right to defend, pay or settle the claim on its own behalf without notice to the Subcontractor and with full rights of recourse against the Subcontractor for all fees, costs, expenses and payments made or agreed to be paid to discharge the claim.

10.7 This Indemnification shall be unlimited as to amount or duration.

10.8 The Subcontractor shall be fully responsible to comply with all Tax Laws and the Company shall not accept any liability in relation to same.

10.9 Notwithstanding title in Free Issue Equipment remains with Centum under Clause 10.2, the Subcontractor shall indemnify Centum in respect of loss or damage to such equipment and shall effect insurance for the benefit of Centum in the sum specified (if any) in the Subcontractor Order.

11. Equipment

11.1 Centum may provide Free Issue Equipment to the Subcontractor for incorporation in the Subcontract Works.

11.2 Title in Free Issue Equipment shall at all times remain with Centum, such free issue shall be as agreed in the supplemental schedule to this contract, or if none agreed at the sole discretion of Centum.

11.3 The Subcontractor shall be responsible for unloading Free Issue Equipment at the Site, storage and protection on the site, and for proper installation of such equipment into the Subcontract Works in accordance with any specification drawing and other document provided by Centum, including manufacturer's instructions and recommendations.

11.4 The Subcontractor is responsible for providing his own equipment, tools, personal protective clothing, safety equipment and insurances. The subcontractor is required to ensure that the equipment is safe, properly maintained and those using the equipment are appropriately trained as required by Health and safety or other relevant legislation. If the Contractor is

required for any reason to provide the subcontractor with equipment this will be included within the price or agreed contract rate or charged against sums payable to the subcontractor under this contract.

The contractor is not liable for wear and tear, damages or losses whatsoever arising in respect of subcontractor equipment.

11.5 Each Subcontractor is responsible for the safe keeping of their own tools. The tools must be of suitable quality and good repair to ensure efficiency and providing adequate safety to all persons when carrying out the work requested.

The Subcontractor is responsible for ensuring that they have a suitable policy of insurance and to provide a copy to the contractor if requested. Where such insurance is arranged by the Contractor, the Subcontractor will either agree to pay the Contractor the appropriate premiums on a basis to be agreed or the costs will be reflected in the contract price or rate agreed with the Subcontractor.

12. Access, Facilities And Attendance

12.1 Centum shall provide the facilities and attendance tracking system (if any) described in the Subcontractor Order for use by the Subcontractor for the purposes of evidencing presence, record compliance, Healthy & safety reasons and overall site management. If the Subcontractor is not clocked in or do not have signed approved timesheets by the Principal contractor/Centum, the Subcontractor will not be paid. Centum may issue a Pay Less notice, or a contra on payment advice. In the event that the Subcontractor is completing works under agreed variation terms (Section 4) and is not signed in or cannot provide evidence of presence on site, Centum will deduct from payment/ issue no payment.

12.2 Centum shall provide access to the Site for the purpose of executing the Subcontract Works.

13. Confidentiality

13.1 The Subcontractor acknowledges and agrees

that it will have access to and become acquainted with Centum's Confidential Information during the course of the Subcontract. The Subcontractor agrees that it will not disclose, or cause to be disclosed to any third party or use for his own purposes, during or after the subcontract, either directly or indirectly, any Confidential Information (a) of the Company or (b) concerning the business of any client or person having dealings with the Company or any member of the Group and which is obtained directly or indirectly in circumstances where the Company or any member of the Group is subject to a duty of confidentiality, except (i) in connection with Subcontractor's performance of the Subcontract, or (ii) for purposes of advancing Centum's interests with Centum's consent.

13.2 The Subcontractor will use best endeavours to prevent the use, publication or disclosure of any such Confidential information.

13.3 All documentation including but not limited to files, records, documents, books and notebooks, blueprints, specifications, letters, notes, original artwork, account records, client or customer details or lists, and all computer hardware and software or media, credit cards, keys, swipe cards and any and all other property belonging to or relating to the business of the Company or any of its clients coming into Subcontractor's possession or control shall remain the exclusive property of Centum and shall be returned to Centum by the Subcontractor upon the completion of the Work Order or earlier termination of this Subcontract for any reason or by any means or upon written request from Centum that said property be returned. In either case the Subcontractor must not retain copies of any of the above documentation or property of the Company in any circumstances whatsoever and shall (if required by the Company) make a sworn declaration that the whole of the provisions of this Clause have been complied with.

13.4 The Subcontractor further agrees that it will not disclose to any third parties the fact that the Subcontractor has been retained by Centum, without

the prior written consent of Centum.

13.5 In the event of a material breach of this clause 12 Centum reserves the right to issue proceedings seek injunctive relief and recover damages incurred as a result of the Subcontractors actions and any credit balance held on account due to the subcontractor will be withheld from payment as a part-payment of damages.

14. Mutual Non-Solicitation And Non competition

The Subcontractor and Centum agree that the restrictions set out in Schedule 1 to these Terms and Conditions are both reasonable and necessary for the reasons set out therein and each agrees to comply with their respective restrictions.

15. No Kickbacks, Rebates, Referral Fees

Centum does not permit its Subcontractors to engage in any transaction which may create a conflict of interest between Centum and the Subcontractor or Centum and the Principal Contractor. In particular, Subcontractor agrees not to:

- (a) accept or offer any payment or kickbacks from or to any Centum employee;
- (b) provide undue or improperly influenced rebates; or
- (c) accept referral fees from any entities associated with any Work Order, including referral fees from Centum employees.

16. Termination

16.1 If the Principal Contract is terminated or if Centum's contract under the Principal Contract is terminated for any reason excluding termination as a result of the Subcontractors actions, then the Subcontract shall thereupon be terminated, and the Subcontractor shall be entitled to payment in respect of the Subcontract Works properly carried out, but the Subcontractor shall not be entitled to any claim for loss and/or expense and/ or damages including loss of profit resulting from such termination.

16.2 Centum may, after giving 7 days written notice to the Subcontractor expel the Subcontractor from the

Site and/or terminate at will the Subcontract if the Subcontractor:

- (a) Fails to comply with Clause 3.2, or
- (b) Fails to proceed regularly and diligently with the Subcontract Works, or
- (c) Has abandoned the Subcontract, or
- (d) Has suspended the progress of the Subcontract Works other than by entitlement conferred on it by the provision of any Act of Parliament and has not resumed progress within 7 days after receiving notice from Centum to proceed, or
- (e) Becomes bankrupt or insolvent or has a receiving order made against it, compounds with its creditors, or, being a corporation, commences to be wound up or has an administrative order made against it, carries on business under an administrator, a receiver or a manager for the benefit of any of its creditors.

16.3 Any such expulsion shall be without prejudice to any other right or power of Centum under the Subcontract. Upon such expulsion the respective rights and duties of Centum and the Subcontractor shall be:

- (a) Centum may use all goods and materials delivered to the Site and shall, unless their value has previously been included in a payment to the Subcontractor, purchase such goods and materials at a fair price. Payment for such goods and materials shall be made in accordance with subclause (c) below.
- (b) Centum shall, as soon as possible after the date of expulsion or termination, value the Subcontract Works as at that date in accordance with the provisions of the Subcontract.
- (c) The Subcontractor shall not be entitled to payment of any amounts valued under subclauses (a) or (b) above until after completion of the Subcontract Works. Upon such completion the Subcontractor may apply to Centum and Centum shall pay to the Subcontractor the value of any work properly executed or goods and materials supplied to the extent that their value has not been included in previous payments.
- (d) When calculating the payment to be made to the Subcontractor, Centum may deduct without prejudice

to any other rights of Centum, the amount of any loss and/or expense and/or damages caused to Centum by the termination.

16.4 Centum reserves the unilateral right to terminate this contract at will for any matter howsoever arising, such termination, it is hereby agreed shall give no rise on the part of the Subcontractor for any losses or damages howsoever arising.

17. Notices

17.1 Where Centum is required by the terms of the Principal Contract to give any return, notice, account or information to the Customer, the Subcontractor shall, in relation to the Subcontract Works, provide Centum with a similar return, notice, account or information in sufficient detail to enable Centum to comply with its obligations under the Principal Contract.

17.2 To be served effectively, any notice or communication in writing required under the Subcontract shall be sent to the registered office or the address of the respective parties set out in the Subcontractor Order.

18. Settlement Of Disputes

18.1 Should any dispute or difference arise between the parties under the Subcontract, whether during the Subcontract Period or after its completion, and whether before or after the termination, abandonment or breach of the contract, the Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.

18.2 If negotiations under sub-Clause 17.1 do not resolve the matter within 28 days of receipt of a written invitation to negotiate, at the absolute discretion and election of Centum the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (“ADR”) procedure by appointing an Adjudicator from the Academy of Construction Adjudicators.

18.3 The Parties hereby agree that the decision and outcome of the final method of dispute resolution under this Clause 17 shall be final and binding on both Parties.

18.4 If ADR is not pursued or fails the parties may apply to any court of competent jurisdiction for relief and or remedy.

18.5 Nothing in this Clause 17 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief in any event.

19. Law and Jurisdiction

19.1 This Agreement (including any non-contractual matters and obligations arising there from or associated therewith) shall be governed by, and construed in accordance with, the laws of the Republic of Ireland.

19.2 Subject to the provisions of Clause 17, any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any non-contractual matters and obligations arising there from or associated therewith) shall fall within the jurisdiction of the courts of the Republic of Ireland.

For and on behalf of the Employer

Name: Michael McGlone

Signature:



Date:

I acknowledge receipt of this statement.

Name:

Signature:



Date:



ROI OFFICE

1a, Block 1, Bracken Business Park, Bracken Road,
Sandyford, D18 H283, Dublin 18, Ireland

 www.centum.ie
 info@centum.ie
 + 353 (0) 1568 6385