



**CONFIDENTIAL SUB-CONTRACTOR  
START PACK & AGREEMENT**

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**SECTION A:**

**FINANCIAL AND  
GENERAL INFORMATION**

### 1. GENERAL COMPANY INFORMATION

Company Name:

Other Trading Name(s) if applicable:

Address:

Telephone No:

E-mail address:

Web Page:

Company Registration No:

Date of Registration:

### 1.2 Registered Address (If different from above)

Company Name:

Address:

Telephone Number:

### 1.3 Company Contacts

	Name:	Email Address:	Contact Number:
Managing Director:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Overall Responsibility for Tendering & Estimating:	<input type="text"/>		
Overall Responsibility for Project Delivery:	<input type="text"/>		

### 1.4 Please tick your geographical work areas

Ireland:	<input type="checkbox"/>	Sweden:	<input type="checkbox"/>	Finland:	<input type="checkbox"/>
Netherlands:	<input type="checkbox"/>	Germany:	<input type="checkbox"/>	Belgium:	<input type="checkbox"/>
Denmark:	<input type="checkbox"/>	France:	<input type="checkbox"/>	Spain:	<input type="checkbox"/>

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**1.5 Turnover**

	Year:	Year:	Year:
Company:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Parent/Holding (if Applicable):	<input type="text"/>	<input type="text"/>	<input type="text"/>

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**1.6 Any and all associated companies within your group or affiliated companies with cross directorships and/or cross company guarantees**

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**1.7 VAT Registration Number**

VAT Registration Number:

Is your organisation registered as a foreign employer posting workers for the purposes of A1 applications and can you provide A1 exemption for your employees whilst working abroad?

Yes:  No:

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**1.8 Country your Work has been conducted in**

Please answer and provide as follows depending on where the works are based (not your company)

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**Works conducted in Ireland:**

Is your company registered for RCT? Yes:  No:

If Yes, provide registration number:

If No, please explain why?

Please enclose copy of the company's tax clearance certificate for the exemption to be applied. If a tax clearance is not received, Irish revenue will determine the appropriate rate of RCT to be applied.

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**Works conducted in Netherlands:**

Does your company hold a G-account? Yes:  No:

If Yes, please enclose a document detailing G-account details to facilitate appropriate withholding. If no, we will be required to undertake a review of your Dutch activities to determine whether or not a tax withholding is appropriate (we will send a separate information request list). If you have received any Dutch tax advice which might inform our position, please attach all appropriate correspondence.

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**Works conducted in Germany:**

German Tax number (Steuernummer):

Is your company registered for Construction tax exemption? Yes:  No:

If Yes, please enclose copy of the exemption certificate and tax registration certificate. Where the company does not have exemption certificate and tax certificate, a withholding deduction of 15% will be applied to the gross value of the invoice plus notional VAT.

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**Works conducted in Denmark:**

If the company is a non-Danish entity, supplying labour only in Denmark, a withholding deduction of 35.6% applies to the invoice.

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**Works conducted in Sweden:**

Does your company hold F-Tax account? Yes:  No:

If Yes, please enclose a copy of F-Tax certificate.

If No, a withholding deduction of 30% will apply to your invoice.

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**Works conducted in Finland:**

Does your company hold a Finnish Tax account? Yes:  No:

If Yes, please enclose a copy of your Tax certificate.

If No, your invoice may be subject withholding tax obligations.

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**Works conducted in Belgium:**

Does your company hold a Belgian Tax account? Yes:  No:

If Yes, please enclose a copy of your Tax certificate.

If No, your invoice may be subject withholding tax obligations.

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**Works conducted in Spain:**

Does your company hold a Spanish Tax account? Yes:  No:

If Yes, please enclose a copy of your Tax certificate.

If No, your invoice may be subject withholding tax obligations.

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**Works conducted in France:**

Does your company hold a French Tax account? Yes:  No:

If Yes, please enclose a copy of your Tax certificate.

If No, your invoice may be subject withholding tax obligations.

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**1.9 Bank Details**

<b>€</b>	Bank Name:	<input type="text"/>	Account Name:	<input type="text"/>
	Bank Address:	<input type="text"/> <input type="text"/> <input type="text"/>	Sort Code:	<input type="text"/>
			Account No:	<input type="text"/>
			IBAN:	<input type="text"/>
			BIC:	<input type="text"/>

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<b>£</b>	Bank Name:	<input type="text"/>	Account Name:	<input type="text"/>
	Bank Address:	<input type="text"/> <input type="text"/> <input type="text"/>	Sort Code:	<input type="text"/>
			Account No:	<input type="text"/>
			IBAN:	<input type="text"/>
			BIC:	<input type="text"/>

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<b>CHF</b>	Bank Name:	<input type="text"/>	Account Name:	<input type="text"/>
	Bank Address:	<input type="text"/> <input type="text"/> <input type="text"/>	Sort Code:	<input type="text"/>
			Account No:	<input type="text"/>
			IBAN:	<input type="text"/>
			BIC:	<input type="text"/>

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<b>SEK</b>	Bank Name:	<input type="text"/>	Account Name:	<input type="text"/>
	Bank Address:	<input type="text"/> <input type="text"/> <input type="text"/>	Sort Code:	<input type="text"/>
			Account No:	<input type="text"/>
			IBAN:	<input type="text"/>
			BIC:	<input type="text"/>

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<b>DKK</b>	Bank Name:	<input type="text"/>	Account Name:	<input type="text"/>
	Bank Address:	<input type="text"/> <input type="text"/> <input type="text"/>	Sort Code:	<input type="text"/>
			Account No:	<input type="text"/>
			IBAN:	<input type="text"/>
			BIC:	<input type="text"/>

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Payment address if different from 1.1 above



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**1.10 Insurances (Please enclose a copy)**

	Insurer:	Policy Number	Cover Value	Expiry Date	Copy Provided
Public Liability:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>
All Risks:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>
Employers Liability:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>
Professional Indemnity:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>
Product Liability:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/>

Please state any exclusions or restrictions within your policies that may be of relevance to your works with Centum:

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**1.11 Please describe the core activities of your business, together with names of any trade products/ services for which you are an approved installer**

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**1.12 Are you a member of any trade/ professional associations? Please List**

## 2 . HEALTH AND SAFETY

	Year:	Year:	Year:
Prohibition Notices:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Improvement Notices:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Prosecutions for Health, Safety, Environmental Offenses:	<input type="text"/>	<input type="text"/>	<input type="text"/>
HAS Form IR3 (ROI) Incidents:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Accident/ Incident Statistics:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Prosecutions for Health, Safety, Environmental Offenses:	<input type="text"/>	<input type="text"/>	<input type="text"/>

**2.2 Do you agree to forward any details of accidents, Prohibition or Prosecution actions your company may receive within the renewal period of 3 years from signing this document?**

Yes:  No:

If Yes, please provide details:

**2.3 Health and Safety Advisor: Please State the name and qualifications of your Health and Safety Advisor and attach a copy of their CV**

**2.4 Health and Safety Policy/ Safety Statement: If you have 5 or more employees. This MUST be attached**

Please attach your current Health and Safety Policy/ Safety Statement, this must have been reviewed within the last 12 months and signed by the person with overall responsibility for Health and Safety

Yes:  N/A:

If N/A, please state the reasons why:

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**2.5 Do you have Health and Safety Management System to ISO 45001, OHSAS 18001 or Sate-T-Cert standard (If YES please attach a copy)**

Yes:  No:

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**2.6 What percentage of staff receive relevant construction industry training and hold current CSR, CPCS, Safe Pass or equivalent, approved cards?**

### 3 . QUALITY

#### 3.1 Quality Policy

Do you have a Quality Policy? If Yes - please attach a copy of your Quality Policy this must have been reviewed within the last 12 months and signed by the person with overall responsibility for Quality:

Yes:  No:

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**3.2 Do you have a Quality Management System to ISO 9001 standard (If YES please attach a copy)**

Yes:  No:

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**3.3 Do you have a BIM policy and procedure (If YES please attach a copy)**

Yes:  No:

### 4 . ENVIRONMENTAL

#### 4.1 Environmental Policy

Do you have an Environmental Policy? If Yes - please attach a copy of your Environmental Policy this must have been reviewed within the last 12 months and signed by the person with overall responsibility for Environmental Management.

Yes:  No:

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**4.2 Do you have an Environmental Management System to ISO 14001 standard (If YES please attach a copy)**

Yes:  No:

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**4.3 Are you responsible for removing waste off site (If YES please attach a copy of your Waste Carriers License)**

Yes:  No:

## 5 . SUB-CONTRACTORS

**5.1 Do you intend to sub-contract any part of your works with Centum (If NO please skip to section 6)**

Yes:  No:

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**5.2 Please list the works that you intend to sub-contract**

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**5.3 Please confirm that all Sub-Contractors engaged by you will**

a. Be competent and experienced:

Yes:  No:

b. Sign a GDPR waver to enable you to send copy training certs to us and indemnify us against any breach of GDPR:

Yes:  No:

c. Have access to all contract documentation enabling them to fully appreciate all the aspects of the works require:

Yes:  No:

d. Be able to demonstrate the ability and resources to meet the requirement of their contract:

Yes:  No:

e. Operate in compliance of self employment legislation and that you will identify Centum against any and all claims however they arise as a result of bogus self employment or any personal injury claims:

Yes:  No:

f. Confirm that all of your sub-contractors have been informed that Centum is the contracted party, and that if there is any failure or termination for any reason on your part, Centum hold the unembargoed rights to novate such contracts at their entire discretion and that Centum bear no obligation for any sum unpaid by you to the sub-contractors in respect of any breach or termination:

Yes:  No:

## 6 . DESIGN

6.1 Do you carry out any Design works? (If NO please skip to Section 7)

Yes:  No:

6.2 Please state your design capabilities and note if any of these are outsourced and to whom

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6.3 If you carry out design works, have you attached your Professional Indemnity Insurance and include details in section 1.8

Yes:  No:

## 7 . PLANT AND EQUIPMENT

If you are not required to use plant or equipment as part of your works with Centum then please skip to section 8.

7.1 Please confirm that you will provide your certificates of thorough examination to site as per LOLER Regulations

Yes:  No:

7.2 Please confirm that you will carry out daily inspections of all of your plant and equipment and remove defective plant and equipment off site

Yes:  No:

7.3 Please confirm that all portable electrical equipment will undergo PATesting

Yes:  No:

## 8 . REFERENCES

**Please list two previous projects that you consider best represents your Company's capabilities**

Project 1 Name:	<input type="text"/>	Referee Name:	<input type="text"/>
Completion Date:	<input type="text"/>	Referee Company:	<input type="text"/>
Nature of work undertaken:	<input type="text"/>	Telephone Number:	<input type="text"/>
Project 2 Name:	<input type="text"/>	Referee Name:	<input type="text"/>
Completion Date:	<input type="text"/>	Referee Company:	<input type="text"/>
Nature of work undertaken:	<input type="text"/>	Telephone Number:	<input type="text"/>

## 9 . TERMS AND CONDITIONS

**9.1 I can confirm that I have read, understood and will comply with Centum - Appendix 1 - Sub-Contractor Terms & Conditions**

Yes:  No:

**9.2 I can confirm that I have read, understood and will comply with Centum - Appendix 2 - Company Accounts Payable Processes**

Yes:  No:

## 10 . THIS QUESTIONNAIRE HAS BEEN COMPLETED BY:

Name:

Signature:

Job Title:

For and on Behalf of (Company):

**11 . RELEVANT DOCUMENTS**

**Please attach copies of relevant documents**

	Please tick when attached:	N/A:	For Centum Use only:
Insurance:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Indemnity Insurance:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Health and Safety Policy/ Safety Statement:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Health and Safety Management System Certificate - ISO 45001, ISO 18001 or Safe-TCert or equivalent:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environmental Policy Statement:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environmental Management System Certificate - ISO 14001:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Waste Carriers License:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Quality Policy Statement:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Quality Management System Certificate - ISO 9001:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Certificates of Membership of trade associations or other organisation:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Asbestos removal License:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tax clearance certificate:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Accidents statistics:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Health & Safety Advisor CV:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BIM Policy:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Sub-Contractor Starter Pack And Agreement**

**Please return this completed questionnaire with associated documentation to:  
SHEQ@Centum.ie / ap@centum.ie**

*Failure to complete this document and attach relevant documentation as requested will mean you are unable to commence work*

**TO BE COMPLETED BY CENTUM SHEQ DEPARTMENT**

Reviewed by Name:

Name BLOCK CAPITALS:

All required documentation approved: Yes:  No:  Verification attached to TMS Yes:  No:

All insurance documentation approved: Yes:  No:  Verification attached to TMS Yes:  No:

**Request for further information**

VAT details verified on VIES: Yes:  No:  Verification attached to TMS Yes:  No:

Subcontractor status verified: Yes:  No:  Verification attached to TMS Yes:  No:

Creditsafe check satisfactory: Yes:  No:  Verification attached to TMS Yes:  No:

Overall Approval: Yes:  No:

If NO, has the sub-contractor been debriefed: Yes:  No:

Comments:

Signature:

Date:



**SECTION B:**

**APPENDIX 1:**

**SUB-CONTRACTOR**

**TERMS AND CONDITIONS**

## A. TERMS AND CONDITIONS OF SUBCONTRACT

### 1. Existence And Scope Of Contract

1.1 These Terms and Conditions together with the Purchase 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/purchase 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 purchase 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 Purchase Order.

(iii) The "Subcontract Price" means the total price payable exclusive of Value Added Tax in the amount stated in the Purchase 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 Purchase 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 Purchase 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) "Purchase Order contract" means a completed purchase order completed in the form attached at Appendix 3 to these Terms and Conditions.

(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 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.

3.3 If a Completion Date is stated in the Purchase 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.

3.4 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.

3.5 The Contractor shall comply with all applicable laws, rules, regulations and bylaws 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.

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

3.7 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.

#### **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, and on completion of the Variation it shall be valued using rates and prices set out in this Subcontract (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 Subcontracts Works are Substantially Complete.

5.2 The Subcontractor shall, until the end of the Defects Liability Period, stated in the Purchase Order (If it is not stated in the purchase 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 Purchase 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 Sub contractor 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, Purchase Order or additional terms agreed in writing.

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 Purchase Order the Subcontract Price is fixed for the duration of the Subcontract Works.

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 of one month starting either one month after the Subcontractor commences work on site or on completion of the 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 Purchase 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 Purchase Order.

9.6 All workmanship shall be of the standard described in the specifications drawings and other documents specified in the Purchase 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 rates will be amended unless otherwise agreed in writing (in short, Centum will not pay qualified rates for unqualified operatives regardless of performance).

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 Purchase Order.

## **11. Free Issue 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.

## **12. Access, Facilities And Attendance**

12.1 Centum shall provide the facilities and attendance tracking system (if any) described in the Purchase Order for use by the Subcontractor. 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.

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 Suncontract, 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.

13.5 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.

13.6 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 Noncompetition**

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.

15.4 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 Purchase 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 therefrom 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 therefrom or associated therewith) shall fall within the jurisdiction of the courts of the Republic of Ireland.



#### **ROI OFFICE**

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

 [www.centum.ie](http://www.centum.ie)  
 [info@centum.ie](mailto:info@centum.ie)  
 + 353 (0) 1568 6385