



**SUBCONTRACTOR
AGREEMENT - LABOUR ONLY
(B)**

The Contractor & Subcontractor ("Parties")

1. Background

1.1 Centum Engineering Services or any other associated, group or subsidiary company (Centum)

1.2 The Contractor tenders for and is appointed by its Client to complete a project for specified works at a certain site or location ("the Contract").

1.3 The Subcontractor's skills and abilities which may from time to time be available to the Contractor ("the Services").

1.4 The Contractor and the Subcontractor agree that if the Subcontractor offers to make his services available to the Contractor and is engaged by the Contractor, the terms and conditions in this Contract "for" Services shall apply.

1.5 It is the intention of the parties that when the Subcontractor provides the Services to the Contractor for a contract, such provision of Services shall constitute a separate and distinctive "engagement" under this Contract for Services. Unless varied or amended or otherwise agreed between the parties, these terms and conditions shall apply for each engagement. The engaging company detailed as per your purchase order will be the 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.

2. Provisions

2.1 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.

2.2 The Subcontractor shall act in a professional workmanlike way at all times while carrying out the Services.

2.3 The Subcontractor is free to use his own initiative as how best to complete the contract, provided that this does not unreasonably interfere with or delay other works being carried out by or on behalf of the Contractor or with any site restrictions in place on a particular contract.

2.4 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.

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.

2.5 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. Payment For Services & Deductions

3.1 Formal written tenders will not be required. The parties agree that the price for the Contract Services and the frequency and method of payment will be agreed between them and may include fixed price lump sum, specified agreed rates or another basis as mutually agreed depending on the particular contract.

3.2 The Contractor will usually pay the Subcontractor an agreed daywork rate of CHF _____ per hour. The Subcontractor will usually be paid in EURO but the Contractor may choose to pay in the currency of the jurisdiction in which the project is located, if different, regardless of which jurisdiction or bank account the Subcontractor holds. Any request to pay in a different currency other than as specified by the Contractor will be at the sole discretion of the Contractor and subject to applicable exchange rates as advised by the Contractor together with a deduction in relation to any fees or costs incurred.

Payment will be processed each Friday on a bi-weekly basis, unless otherwise agreed and subject to normal bank clearing.

3.3 The Subcontractor is not obliged to raise an invoice for their Services but no VAT will be paid by the Contractor, if due, unless a valid vat invoice is issued by the subcontractor and proof of vat registration is provided. If both the Contractor and Subcontractor have entered into a valid Self Billing arrangement in which a vat invoice is to be issued by the Contractor then vat will be accounted for only in respect of the Contractor Self Billing vat invoice and no vat invoice is due from the subcontractor unless

required by the relevant Revenue authorities, or similar, in the jurisdiction in which the contract works are performed or in which the contractor is resident for tax.

3.4 Any defective work the Contractor reasonably determines has been caused by the Subcontractor, or by any substitute or hired assistant working for the Subcontractor, will be corrected by the Subcontractor at his own cost. If defective work is not corrected by the Subcontractor within 5 days of being notified by the Contractor, the contractor may deduct such sums from any contract sums payable to the Subcontractor or claim such sums if no amounts are due.

3.5 The Subcontractor is responsible for all his travelling expenses to and from any location where he has been engaged to provide the Services. 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.

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.

3.6 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.

3.7 Where the basis of payment is determined by dayworks or agreed rate per hour on a particular contract or part thereof the contractor will not make any payment to the Subcontractor unless a signed daywork sheet or timesheet as appropriate is submitted by 12 noon on a Monday for contract services carried out the week before. Failure to have a properly approved daywork or timesheet submitted by this time may lead to a delay in payment. It is also the Subcontractor's responsibility to make themselves familiar with who is responsible for approving daywork or timesheets onsite and the correct timesheet or daywork sheet is being used.

There are no exceptions to this. Where daywork sheets or timesheets apply no payment will be due if not duly signed by authorised individuals both parties.

3.8 If the Subcontractor breaches the contract and the Contractor suffers a loss or incurs extra cost to facilitate completing the contract, the Subcontractor will be liable for such costs. The Contractor may deduct any monies owed or incurred by the Subcontractor by deducting monies from payments owed to the Subcontractor in respect of any contract or by seeking costs thereafter.

If the Subcontractor's actions/ behaviour results in a loss of contract sums payable by the client or Principal contractor to the Contractor, the subcontractor will be liable for any losses incurred.

If the Subcontractor is removed (often referred as red carded) from site and for that reason was unable to or does not complete the full hours, as agreed for the rotation, then the contractor has the right to deduct any losses incurred due to agreed minimum subcontract hours not being completed. The subcontractor has the absolute right to send a substitute from their business to avoid any such deduction subject to the relevant provisions as referred at 5.1.

3.9 The Subcontractor will provide to the Contractor at the earliest opportunity sufficient information to enable the Contractor to verify the Subcontractor's payment status with relevant Revenue Authorities of a Member state in which the subcontract works are performed or in which the Contractor is resident for tax purposes. The responsibility for the accuracy of this information rests with the Subcontractor, and the Subcontractor will not be entitled to receive any payment under this contract until this information has been provided to the Contractor and verified by them.

3.10 The Subcontractor is responsible for their own social security contributions and taxes as applicable. Where required by law the contractor is required to apply a deduction to contract sums payable to the

subcontractor for the services provided under this contract, those deductions will be applied and paid over to the relevant Authorities in the jurisdictions applicable.

3.11 As an independent business the Subcontractor agrees that he is not entitled to sick pay or any other payment for periods when the Services are not provided to the Contractor in any circumstances. Nor is the subcontractor entitled to accrued holiday, pension or any other statutory benefits that are applicable only to employees.

3.12 The Subcontractor is not entitled to participate in the Contractor's grievance and disciplinary procedure.

3.13 The Subcontractor will not be entitled to receive payment for Services cancelled or where a site is closed, for example by reason of inclement weather or as a result of a pandemic for example Covid-19.

3.14 The Subcontractor should not ask to borrow money from the Contractor under any circumstances. The Subcontractor should ensure he has the ability and funds, if required to carry out the works before entering into the engagement. Payments on account if agreed on a particular contract will be included as part of any agreed commercial terms and taken into account in agreeing contract rates.

3.15 The Subcontractor should not communicate with the Client unless authorised to do so by the Contractor. The contract is between the parties to this agreement only.

3.16 The Subcontractor at no time will attempt to damage the Contractor's contract that they have with their client or Principal Contractor. In doing so the subcontractor will automatically trigger a liability for those losses which will be due and payable to the contractor within 5 working days. The Subcontractor also agrees to indemnify and pay any Professional or legal costs incurred by the contractor in calculating and recovering the loss incurred. The Subcontractor

understands that the contractor invests heavily in its business, promotion of its business, insurances etc. so agrees this is fair in facilitating any loss incurred by them transferring elsewhere of the back of the contractor's business. All legal action in respect of this subcontract agreement will be based in the member state in which the Subcontractor is carrying out the work and will be subject to the laws of that Jurisdiction.

4. Health And Safety

4.1 In the interests of Health and Safety obligations imposed on the Contractor, the Subcontractor agrees to comply with all reasonable site logistics, rules relating to working hours, site security and safety including compliance with applicable legislation.

4.2 The parties acknowledge that it may be necessary for health and safety reasons for the Subcontractor to be identifiable whether evidenced by security passes or on parts of clothing. However, the Subcontractor will not misrepresent himself as an employee of the Contractor at any time, but as an independent subcontractor in business on his own account engaged by the Contractor for the specific purpose of providing the contract Services. The Subcontractor further agrees to random alcohol/drug testing that the contractor or their client carries out.

4.4 The subcontractor has read and agreed to operate by contractor health and safety policy for working on a client's site or as issued by the Principal Contractor / client and the subcontractor agrees to indemnify the contractor of any and all claims howsoever arising as a result of damages, injuries or losses caused as a result of actions or inaction of the subcontractor.

5. Substitutes And Hired Assistants

5.1 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.

5.2 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.

6. Termination Of This Agreement

6.1 This Agreement takes effect immediately as of the Effective Date, and remains in full force and effect until the Contractor has completed the Services, unless earlier terminated under section 6.2.

6.2. Either Party may terminate this Agreement for cause by providing the other Party written notice if the other Party:

- (i) Is in material breach of this Agreement and has failed to remedy such breach within five days after its receipt of written notice of such breach provided by the non-breaching Party;
- (ii) Engages in any unlawful business practice related to that Party's performance under the Agreement.

Files a petition for bankruptcy, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or has a receiver, trustee or similar party appointed for its property.

7. Miscellaneous

7.1 The Subcontractor confirms that he has read and understood the terms and conditions herein and has had the opportunity to discuss this agreement with any person or professional advisor he considers necessary before signing.

7.2 Both parties agree this is intended to be a legally binding contract governing the nature of the contractual relationship between them.

7.3 Both parties agree that these terms and

conditions represent the whole agreement between them. No variations may be made to these terms unless agreed in writing by both parties.

7.4 Should the Contractor fail to enforce or apply any of the rights that it has under this Contract for Services, it shall not be construed that the Contractor approves or agrees to any breach of contract or that it loses its rights to enforce the terms of this Contract for Services in full at any time now or in the future.

7.5 The Headings used in the Contract for Services are for ease of reference only and are not intended to be interpreted as part of the terms agreed between the parties. References to the masculine include the feminine.

7.6 The Contractor may occasionally need to share subcontractor information with third parties, typically Revenue, government agencies, local labour inspectors, contractor client or the contractor's principal contractor for whom the contractor has been appointed to carry out work. In signing this agreement, the subcontractor acknowledges the contractor right to do so and that the subcontractor has obtained the authority of any workers they engage so no breach of GDPR or other similar legislation has taken place. The subcontractor agrees to indemnify the contractor against any such breach or loss arising and can be joined in any such proceedings taken by third parties alleging such breach.

7.7 The Subcontractor agrees to indemnify the Contractor against all and any losses arising from their actions or inactions onsite and any losses caused by their negligence or non-compliance with local laws. The Subcontractor must also ensure compliance with the on-site health and safety requirements at all times and to immediately record and provide to the contractor a copy of such record in respect of any accident or near miss.

7.8 Subject to Clause 7.7 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 maybe 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 The subcontractor agrees to indemnify and save harmless the Contractor 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 agents of the subcontractor, which have been employed by or via Contractor for activities of the Company, such as, but not limited to; - Fines by governing bodies;- Pension claims;- Social securities, labour authorities; - Or claims based on the Sequential Liability Act of any jurisdiction.

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

In the event the subcontractor shall fail to so defend and/or indemnify and save harmless the Contractor then in such instance the Contractor 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.

This Indemnification shall be unlimited as to amount or duration.

The subcontractor shall be fully responsible to comply with all Tax, Social security, Labour Laws & Posted workers notifications and the Company shall not accept any liability in relation to same.

7.10 This Agreement and any disputes or claims arising out of or in connection with its subject matter are governed by, and construed in accordance with the law of Ireland. The Parties hereto irrevocably agree that the courts of Ireland have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement.

8. Mutual Non-Solicitation And Non-Competition

8.1 The Subcontractor and Centum agrees that during the term of this Agreement and for 12 consecutive months after the termination or expiration of this Agreement. Each party will not solicit business from any client of Centum which the Subcontractor performs services for Centum under this Agreement nor will it compete with Centum in the provision of services of the kind and nature the Subcontractor performs for Centum pursuant to the Work Order or Work Orders. It is agreed there will be a mutual "no poaching of staff" arrangement. The Subcontractor further agrees that the non-competition and non-solicitation provisions of this Agreement are necessary to protect Centum's legitimate business interests, including, without limitation, the confidential business or professional information and trade secrets of Centum, the relationships between Centum and its clients, vendors and subcontractors, and the goodwill of Centum.

8.2 The Subcontractor further agrees that the 12-month duration in this Section 8.1 are reasonable, and enforcement of this provision, whether by injunctive relief, damages or otherwise, is in no way contrary to the public health, safety and welfare. The parties acknowledge and agree that a Subcontractor's breach of this provision will result in irreparable injury to Centum not capable of being measured by money damages and the Subcontractor agrees to reimburse Centum for all costs and expenses, including legal fees in connection with Centum's enforcement action.

This provision does not limit any other rights and legal or equitable remedies available to Centum on

8.3 The subcontractor agrees that they will not issue, make, or cause to be issued or made, any defamatory, disparaging or wrongful remarks, comments or statements on any social media platform, including but not limited to Facebook, or in writing, email, or by any means whatsoever, by means electronic or otherwise, at any time during or following termination of the services, against the Contractor its directors or staff.

8. Approval Subcontractor Agreement

Subcontractor Name

Signature:

Name:

Job Title:

Date:

**Centum Engineering Services or any other
associated, group or subsidiary company (Centum)**

Signature: 

Name: Michael McGlone

Job Title: Managing Director


Date:




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