



## WORKS & SERVICES PURCHASE ORDER – TERMS & CONDITIONS

- 1.1 The Sub-Contractor shall with due diligence and in a good and workmanlike manner carry out and complete the Purchase Order Works & Services, in accordance with the instructions and to the satisfaction of Electric Skyline Ltd.
  - 1.2 Insofar as anything in these Conditions is inconsistent with any terms or conditions forming part of or annexed to the Sub-Contractor's quotation, these Conditions shall prevail.
  2. Electric Skyline Ltd. may instruct variations to the Purchase Order Works & Services. Any oral instructions, directions or explanations given by Electric Skyline Ltd. or his Foreman shall if involving a variation be confirmed in writing by the Sub-Contractor to Electric Skyline Ltd. within five working days and if his dissent therefrom is not communicated by Electric Skyline Ltd. to the Sub-Contractor within a further five working days it shall be deemed to be authorised in writing. If the Sub-Contractor does not confirm an oral instruction, direction or explanation within the five working day period then it is not considered a variation under the Purchase Order and the Sub-Contractor is effectively time-barred from making a claim for compensation. If a price adjustment cannot be agreed between Electric Skyline Ltd. and the Sub-Contractor prior to the carrying out of any such variation, such variation shall be valued on a fair and reasonable basis, using where relevant the prices quoted.
  - 2.1 Should the Works & Services under this Purchase Order be provided on a Dayworks basis, Payment shall be made against approved Daywork Dockets which must be collated and signed by Electric Skyline Ltd.'s Supervisor on a Daily Basis. The Subcontractor shall submit Payment Claims on a Monthly basis with accompanying signed Daywork Dockets attached and issued to Electric Skyline Ltd. Electric Skyline Ltd will then return a Payment Certificate within 5 business days for which the Subcontractor will issue a corresponding invoice for payment. Payment will be made 30 days following the Electric Skyline Ltd.'s receipt of a correctly submitted invoice.
  3. The Sub-Contractor shall maintain the Works completed under the Purchase Order in good order and condition until completed and handed over to Electric Skyline Ltd. The Sub-Contractor shall be liable for and shall make good at his own expense any defects in the Works which are due to a failure of the Sub-Contractor to comply with his obligations thereunder and which are notified to the Sub-Contractor not later than 21 days after the expiration of the Defects Liability Period (12 months following completion of the works on site). This clause also does not limit the Sub-Contractors obligations under common law with respect to quality of workmanship.
  - 4.1 The Sub-Contractor shall be liable for and shall indemnify Electric Skyline Ltd. against any expense, liability, loss, claim or proceeding, whether arising under statute or at common law, in respect of personal injury to or the death of any person, or in respect of any loss of or damage to any property including the Purchase Order Works & Services, arising in the course of or caused by the carrying out of the Purchase Order Works & Services.
  - 4.2 Without prejudice to his obligation to indemnify Electric Skyline Ltd. under Clause 4.1, the Sub-Contractor shall maintain such insurances as are necessary to cover his liability thereunder. The Sub-Contractor's policies under this clause shall be with insurers approved by Electric Skyline Ltd., which approval shall not be unreasonably withheld, and shall include provisions by which in the event of any claim in respect of which the Electric Skyline Ltd. would be entitled to receive indemnity under the policy being brought or made against Electric Skyline Ltd. the insurers will indemnify Electric Skyline Ltd. against such claims and any costs, charges and expenses in respect thereof.
  - 4.3 The Sub-Contractor shall produce for inspection on demand by Electric Skyline Ltd. the policies of insurance required under Clause 4.2 and the premium receipts thereof. In the event of any failure by the Sub-Contractor to comply with the provisions of this Clause 4, Electric Skyline Ltd. may instead insure and deduct the cost of the premiums so incurred from any monies due or to become due to the Sub-Contractor.
  5. Pay and Conditions of Employment:
    - 5.1 The Sub-Contractor shall ensure that the rates of pay and conditions of employment (including in relation to pension contributions) of each work person (individual employed by, or otherwise working for, the Sub-Contractor or the Sub-Contractors Personnel on or adjacent to the Site) comply with all applicable Law, and that those rates and conditions are no less favourable than those for the relevant category of work person in any registered employment agreements. The obligations in this clause apply regardless of what rates the Sub-Contractor has provided to establish the Purchase Order Sum
    - 5.2 The Sub-Contractor shall in respect of
      - 1 Work persons employed by, or otherwise working for, Electric Skyline Ltd. and
      - 2 All other work persons, ensure that their employers, or the persons for whom they are working,
- Do all of the following:
- Pay all wages and other money due to each work person
  - Ensure that work persons wages are paid in accordance with the applicable law and the current registered agreement
  - Pay all pension contributions and other amounts due to be paid on behalf of each work person
  - Make all deductions from payments to works persons required by Law, and pay them on as required by Law
  - Keep proper records (including time sheets, wage books and copies of pay slips) showing the wages and other sums paid to and the time worked by each person, deductions from each work persons pay and their disposition, and pension and other contributions made in respect of each work person, and produce these records for inspection and copying by any persons authorised by Electric Skyline Ltd., whenever required by Electric Skyline Ltd.
  - Produce any other records relating to the rates of pay, pension and other contributions, deductions from pay and their disposition, conditions of employment of work persons, rest periods, and annual leave for inspection and copying by any persons authorised by the Contractor, whenever required by Electric Skyline Ltd.
  - Respect the right under law of work persons to be members of trade unions
  - Observe, in relation to the employment of work persons on the Site, the Safety, Health and Welfare at Work Act, 2005, the Payment of Wages Act 1991, and all employment law including the Employment Equality Act 1998, the Industrial Relations Acts



1946 to 2004, the National Minimum Wage Act 2000, and regulations, codes of practice, legally binding determinations of the Labour Court and registered employment agreements under those Laws.

- Issue their employees a written statement of their terms and conditions of employment which must also include a discipline and grievance procedure.
- Issue their employees a bullying and harassment policy including a contact person in the company should such an incident arise

- 5.3 If Electric Skyline Ltd. so requests, the Sub-Contractor shall, within 5 working days after the receipt of the request, give to Electric Skyline Ltd. a statement showing the amount of wages and other payments due at the date of the request to and in respect of each work person, or, in respect of work persons not employed by or otherwise working for the Sub-Contractor, ensure that their employer or the person for whom they are working does the same.
- 5.4 Electric Skyline Ltd. may seek information under Clause 5.2 only for the purpose of ensuring the obligations referred to in this Clause 5 to work persons have been properly discharged. All information given under this Clause 5 shall be returned to the person providing them or destroyed if Electric Skyline Ltd. is satisfied that the relevant employer has complied with legal obligations to work persons.
- 5.5 If the Sub-Contractor has not complied with this Clause 5, Electric Skyline Ltd. shall (without limiting its other rights or remedies) be entitled to estimate the amount that should have been paid to work persons and contributions that should have been made on their behalf, and the Electric Skyline Ltd. may deduct the estimated amount from any payment due to the Sub-Contractor, until Electric Skyline Ltd. is satisfied that all proper amounts have been paid.
- 5.6 The Sub-Contractor shall give Electric Skyline Ltd. with each interim statement a certificate (Model Form 15), that, in respect of the work to which the interim certificates relates, the Sub-Contractor has complied in full with this Clause 5.
- 5.7 If the Sub-Contractor does not comply with this Clause 5, it shall pay to Electric Skyline Ltd. any costs Electric Skyline Ltd. incurs investigating and dealing with the non-compliance.
6. Electric Skyline Ltd. shall pay to the Sub-Contractor for the total value of all work properly executed by the Sub-Contractor under these Conditions less:
- .1 amounts previously paid plus any amounts retained under Clause 6.2 or deducted under Clause 6.3; and
  - .2 any other deductions permitted under these Conditions.
7. Electric Skyline Ltd. shall be entitled to deduct from any money otherwise due under this Purchase Order any amount agreed by the Sub-Contractor as due to Electric Skyline Ltd., or finally awarded in adjudication, mediation, conciliation, arbitration or litigation in favour of Electric Skyline Ltd., and which arises out of or under this Purchase Order
8. The Sub-Contractor shall comply with Electric Skyline Ltd's Health & Safety policies and procedures, including any Risk & Methods Statements (RAMS).
- 9.1 If the Sub-Contractor is the holder of a valid sub-contractor's tax certificate (C2) issued by the Revenue Commissioners under the law on tax deduction, the Sub-Contractor shall produce such certificate to Electric Skyline Ltd. for inspection as soon as practicable after issue of this Purchase Order and in any event not later than 7 days before the date on which the first payment is due to the Sub-Contractor, and shall thereafter produce it to Electric Skyline Ltd. on demand. Provided the Sub-Contractor complies with Clause 9.1, the Sub-Contractor shall be entitled to payment without deduction of tax.
- 9.2 If the Sub-Contractor either is not the holder, or fails to satisfy Electric Skyline Ltd. that he is the holder, of a valid sub-contractor's tax certificate as referred to in Clause 9.1, Electric Skyline Ltd. shall deduct the statutory deduction for the time being in force from any amounts otherwise due thereunder.
- 9.3 If Electric Skyline Ltd., in making a payment to the Sub-Contractor thereunder, wrongly fails to deduct the statutory deduction, in reliance upon an invalid sub-contractor's tax certificate or upon any other false information provided to him by the Sub-Contractor, the Sub-Contractor shall indemnify Electric Skyline Ltd. against any liability thereby incurred by Electric Skyline Ltd.
- 10.1 All prices quoted are exclusive of VAT. If the Sub-Contractor is a registered person within the meaning of the VAT legislation, he shall immediately after receiving the Purchase Order, give to Electric Skyline Ltd. the registration number shown in the registration certificate issued to the Sub-Contractor by the Revenue Commissioners.
- 11.1 The Sub-Contractor shall comply with all obligations imposed upon him by statute or common law. In particular, but without prejudice to the generality of the foregoing, the Sub-Contractor shall observe the provisions of the Health and Safety at work etc. Acts, and of any Regulations made thereunder, with regard to the safety of the Sub-Contractor's workpeople whilst on site.
12. The Sub-Contractor shall at all times keep access to the Works clear, and shall clear away all rubbish resulting from the execution of those Works. On completion of the Works, the Sub-Contractor shall remove from the site all his plant and tools, and shall leave clean and tidy all areas made available to him for the purpose of executing the Works & Services under this Purchase Order.
13. Without prejudice to any other rights or remedies which Electric Skyline Ltd may possess:
- .1 the Sub-Contractor's employment under this Purchase Order shall forthwith automatically be determined if:
    - (a) Electric Skyline Ltd employment under his contract is determined; or
    - (b) the Sub-Contractor becomes bankrupt, or is wound up, or a provisional liquidator, receiver, administrator or manager of his business appointed; and
  - .2 Electric Skyline Ltd may forthwith by notice determine the employment of the Sub-Contractor under this Purchase Order if:
    - (a) the Sub-Contractor fails to comply with these Conditions or any obligations imposed upon him by statute or common law; or
    - (b) the Sub-Contractor fails to maintain reasonable progress in the execution of the Purchase Order Works



## 14. Disputes

### (a) Notice to Refer & Negotiation

- .1 If a dispute or difference arises between Electric Skyline Ltd. and the Subcontractor in respect of any fact, act, matter or thing arising out of or in any way connected with the Purchase Order and one party requires the dispute or difference to be resolved, then that party shall promptly give the other party a written notice giving details of the dispute.
- .2 Within 14 days of a party receiving a notice referred to in clause 16.1, Electric Skyline Ltd. and the Subcontractor and/or their delegates must meet to negotiate and attempt to resolve the dispute in good faith.
- .3 If, within 14 days of the completion of negotiations in accordance with clause 14.2 the dispute is still not resolved, then either party may proceed to Adjudication (should the dispute be payment related and in accordance with the terms of the Construction Contract Act 2013); or alternatively Conciliation.

### (b) Conciliation

1. Either party may activate the conciliation process by giving written notice to the other party seeking the appointment of a conciliator. If the parties fail to agree a conciliator within 15 working days of the notice seeking the appointment of a conciliator, either party may apply to the President for the time being of the Construction Industry Federation who shall appoint a conciliator. If there is a fee for making the appointment, the parties shall share it equally.
2. If a notice of dissatisfaction is provided from either party with regards to the conciliator's decision; either party may proceed to have the issues of the subject matter of the Notice to Refer resolved through arbitration.

If a party fails to comply with a conciliator's recommendation which is binding, the other party may take such court proceedings as are appropriate to force compliance with the conciliator's recommendation without availing further of the conciliation or arbitration process.

### (c) Arbitration

1. Should the dispute be referred to arbitration, the parties shall jointly appoint the arbitrator and, if the parties are unable to agree an arbitrator to be appointed under this clause, the arbitrator will be appointed by the President for the time being of the Construction Industry Federation.
2. Any arbitration between Electric Skyline Ltd. and the Sub-Contractor will be governed by the Arbitration Procedure 2000 published by Engineers Ireland and will be subject to the Arbitration Acts 1954 – 1998

## 15. Law of Purchase Order

Unless otherwise stated, this Purchase Order shall be governed by Irish law.