

Works to be included on your Invoice:

DATE FROM	DATE TO	FOR MONTH	* THE DATE YOUR INVOICE IS TO BE RECEIVED INTO OUR OFFICE BY	PAYMENT DATE #
01/12/17	15/12/17	DEC	20/12/2017	10/01/18
16/12/17	31/12/17	DEC	05/01/2018	23/01/18
01/01/18	15/01/18	JAN	20/01/2018	06/02/18
16/01/18	31/01/18	JAN	05/02/2018	21/02/18
01/02/18	15/02/18	FEB	20/02/2018	09/03/18
16/02/18	28/02/18	FEB	05/03/2018	23/03/18
01/03/18	15/03/18	MAR	20/03/2018	06/04/18
16/03/18	30/03/18	MAR	04/04/2018	20/04/18
01/04/18	15/04/18	APR	20/04/2018	08/05/18
16/04/18	30/04/18	APR	05/05/2018	22/05/18
01/05/18	15/05/18	MAY	20/05/2018	05/06/18
16/05/18	31/05/18	MAY	05/06/2018	22/06/18
01/06/18	15/06/18	JUN	20/06/2018	06/07/18
16/06/18	30/06/18	JUN	05/07/2018	20/07/18
01/07/18	15/07/18	JUL	20/07/2018	07/08/18
16/07/18	31/07/18	JUL	05/08/2018	21/08/18
01/08/18	15/08/18	AUG	20/08/2018	05/09/18
16/08/18	31/08/18	AUG	05/09/2018	21/09/18
01/09/18	15/09/18	SEP	20/09/2018	09/10/18
16/09/18	30/09/18	SEP	05/10/2018	23/10/18
01/10/18	15/10/18	OCT	20/10/2018	06/11/18
16/10/18	31/10/18	OCT	05/11/2018	21/11/18
01/11/18	15/11/18	NOV	20/11/2018	07/12/18
16/11/18	30/11/18	NOV	05/12/2018	21/12/18
01/12/18	15/12/18	DEC	20/12/2018	11/01/19
16/12/18	31/12/18	DEC	05/01/2019	23/01/19

Please Observe the following Terms & Conditions in all cases when working for Us:

THIS SCHEDULE IS EFFECTIVE FROM 10/1/18

INVOICE*:

Please address your invoice to CHELMER GROUP LTD at below and either Post or Email direct to: subcontractledger@chelmergroup.com

Only Formal invoice is accepted and must be received by above dates * for processing purposes. Your invoice must show your Trading Name/Full Address; Site Ref to which invoice relates; UTR/NI; VAT/Co.Reg. (if applicable); CIS deduction detail. If invoice is not received in strict accordance with above date(s)*, it will fall into next payment run.

Please ensure that you only invoice for works that you have carried out and which has been expressly agreed by CM. Do not issue invoice for work that has not been carried out or agreed. We reserve right to withhold part, or full payment accordingly. Sub-Contractor is to provide written agreement evidence in event of any dispute.

We reserve the right to deduct from invoice any works deemed to be sub-standard.

PAYMENT :

All Sub-Contractors are paid in accordance with HMRC CIS Scheme. Payment is made by Direct Credit into Bank Account or by Cheque. This is at our Discretion. Payment dates # outlined on this Schedule may change at our discretion.

COMPLIANCE:

All Sub-Contractors must have provided & completed Application Form (with all relevant documentation outlined therein) for Database Compliance Purposes (prior to undertaking any works). We reserve right to withhold part or full payment should detail not have been received or has expired/not valid.

No Sub-Contractor should commence any works before they have provided all relevant details to us as we will not take any responsibility for any SubContractor on site who has not provided this detail.

Please submit Application including all documentation and any subsequent changes to: subcontractledger@chelmergroup.com

All information provided **must be true and accurate**. Any false information provided is deemed an illegal act and Sub-Contractor may be reported to relevant authority and subject to prosecution, without notice.

ASSIGNMENT/TASKS:

On undertaking any works/tasks on our behalf, Sub-Contractor agrees to abide by all H&S, Site/Client Requirements, all legislative commitments/obligations; with due care and attention to others at all times, safely and effectively. Sub-Contractor confirms that Correct PPE will be worn at all times (no exceptions) and agrees not to undertake any works unless 'fit' to be able to carry out task. We will not become responsible for any works/tasks undertaken by any Sub-Contractor who is not fit.

Sub-contractor is deemed to fully understand task to which they are to be assigned and received, read & fully understood all Site/H&S requirements including but not limited to Risk & Method Statements (RAMS), Safety Data Sheets, attended Site Induction, TBox Talks. On task assignment, it is deemed Sub-Contractor fully competent in every aspect of task and possesses relevant skills/training. Sub-Contractor agrees that no task to which they are assigned will be undertaken unless they already possess relevant skills/training. This also relates to Sub-Contractor Use of all plant/equipment who must ensure it is safe and fit for its purpose, prior to undertaking task. Sub-Contractor must advise member of our team if this is not the case and must not use plant/equipment.

Sub-Contractor confirms all tasks will be carried out to best of ability, to Specification and/or brief. If any works/tasks carried out are deemed unsatisfactory or sub-standard, Sub-Contractor confirms and takes responsibility to make good any of their works at No extra cost to Us/Client, within specified site programme deadline dates and/or to Our/Client requirements. We reserve right to employ others to make good any works and to withhold all associated costs from any Sub-Contractor invoice received, or to separately issue invoice to Sub-Contractor for full payment. Any Claims made in respect of sub-standard workmanship or defective works is full responsibility of Sub-Contractor. We also reserve right to reclaim/recharge Sub-Contractor at later date up until date of Practical Completion, for any works Paid by Us to Sub-Contractor, which are considered or found to be sub-standard or unsatisfactory by either Client/Us.

DATA PROTECTION ACT:

In accordance with GDPR, details provided with and on Application, will be collected and stored by us; processed fairly, lawfully and in transparent manner. Personal details are retained on Sub-Contractor Compliance Database Summary (with user access and password controls in place), and used only for strict HMRC legislation compliance identification as well as for company statistical measuring and ISO monitoring/audit purposes, summarising professional training (for skillset site allocation purposes), compulsory E5m PL insurance compliance and CSCS evidence. Emergency contact details that you identify are recorded for sole purpose of contact in event of either accident/incident. Status details are passed only to HMRC for CIS Verification and recorded on Sage/Xero Accounting for payroll purposes. Individual's training certifications and CSCS Card only, may be passed to Site where Sub-Contractor has been specifically allocated task(s) and which has specifically been requested by Named Client on Site (used for evidence/site safety/audit purposes only). Details will also be used for ISO Audit transparency satisfaction purposes. Chelmer may highlight individual training achievements or project achievements for promotional marketing purposes on www.chelmergroup.com or via twitter or linked in. If you object to this, please advise immediately on application. Chelmer will endeavour to ensure accuracy of all personal data held. Details will be only held for as deemed necessary under Site Contract and/or HMRC CIS or legislative regulations. Personal details may be printed and safely stored for verification purposes. Should you wish to find out more about personal data which we hold on you, please contact our Data Protection Representative, Lorraine Thompson, t: 01621 850 800 admin@chelmergroup.com; who will respond generally within 1 month of request (extended up to 3 months in complex/numerous request) for details. You have right to withdraw consent for us to hold your data; right to object to us using your data for particular purpose(s); right to data portability (meaning that if you have provided personal data to us directly, we are using it with your consent or for the performance of a contract, and that data is processed using automated means, you can ask us for a copy of that personal data to re-use with another service or business in many cases); right to have your data erased (this may be subject to legislative requirements). Sub-Contractor is requested to keep Cg up-to-date with any changes to ensure personal details are accurate. Your Signature on Application confirms that you fully consent to this.

If you do consider it necessary, you can also submit a complaint with the Information Commissioner's Officer (ICO) at www.ico.org.uk, but please give us opportunity to resolve any grievance in first instance and contact us. Please contact our Data Protection Representative. ■

YOUR AGREEMENT OF THESE TERMS:

Your Application to Us confirms your full agreement to all of T&Cs

CHELMER GROUP LTD

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