



Construction Equipment & Parts GmbH

Vibro Division

Terms and conditions – Labour Supply

1. In this document the following expressions shall have the meanings assigned to them – “**The Customer**” means the person or persons, firm or company with whom ‘**Construction Equipment & Parts GmbH / CEP LLC**’ enters into an agreement to carry out the work(s).
2. ‘**Construction Equipment & Parts GmbH / CEP LLC**’ (**C.E.P.**) is a supplier of specialist labour.
3. The customer is required to make payment in full on completion of all work carried out by **C.E.P.** in response to the customers requirements. In this respect, completion is defined as being the date of presentation of C.E.S. Works Report/Timesheets.
- 3a. If the project is on-going (more than 1 month duration) then the customer will be invoiced monthly (1st of the month).
4. **C.E.P.** standard working hours are 240 a calendar month. Overtime rates are set out in each **C.E.P.** offer.
5. The Customer shall be responsible for providing **C.E.P.** personnel safe hazard free working conditions together with such facilities as are necessary to comply with the particular conditions of the Health and Safety at Work Acts applicable to the laws of the country wherein the works are being carried out. Where such conditions have not been so provided as determined by **C.E.S.** then the customer shall be responsible for all delays caused to **C.E.P.**, whilst the problem is rectified or failing rectification for all charges of **C.E.P.** resulting from the call out.
6. The customer shall be responsible and liable for the provision of all insurances to protect **C.E.P.** personnel such as Public Liability and the like as applicable to the laws of the country wherein the works are being carried out, all at the cost of the customer.
7. The customer shall ensure that the machine(s) for which the services of **C.E.P.** have been ordered is available to **C.E.P.** personnel on arrival. Should this not be the case or that the customer cancels an order once **C.E.P.** has commenced travel to the advised location then the customer shall be liable for all **C.E.P.** delay charges including but not limited to the charges to/from the location as advised in **C.E.P.** offer/acceptance of order.
8. In the event that **C.E.P.** cannot rectify the reported problem for which their services have been ordered, a full report will be supplied stating the reasons for non rectification. Notwithstanding non rectification, **C.E.P.** shall be reimbursed for all time spent at their quoted rates.
9. Should **C.E.P.** decide that a machine is unsafe for work; a full report will be submitted stating the reasons for the decision. Should the customer elect to use the said machine once the report has been submitted then **C.E.P.** shall not be held liable for any damage to the machine or for injury or damage to persons or property arising there for.
10. The customer shall be responsible for the disposal of waste oils/fluids and waste filters unless prior arrangement has been agreed by **C.E.P.** An additional cost will be payable by the customer for the removal of such waste.
11. All travel arrangements i.e. flights, trains, hire cars etc are to be arranged by and at the cost of the customer in order to get **C.E.P.** personnel from their country of origin to the jobsite and back again at the agreed time (**C.E.P.** can also arrange travel with the customer being invoiced but only if both parties agree).
12. All Visas, Work Permits etc are to be arranged by and at the cost of the customer.
13. **C.E.P.** personnel are entitled to travel back to their country of origin every 12 weeks for one week’s vacation (7 days excluding travel days) totally at the cost of the customer (Salary to be 2/3 of the normal agreed amount).
14. Travel days count as normal working days.
Travel arrangements to and from local accommodation / jobsite for **C.E.P.** Personnel is the responsibility of the customer.
15. Local living allowance to be paid locally by locally by customer at a rate agreed in the offer.
16. Any taxes liable in the country where the works are being carried out are totally the customer’s responsibility to pay in full.