

Section 1 – Environmental, Health and Safety (EHS)

- 1.1 Agency personnel / Consultant (“AP/C”) shall complete the Mercury Engineering on-line EHS Induction, minimum 24 hours prior to mobilisation to the Project. Agency personnel / Consultants will then complete a site-specific EHS orientation, prior to the issue of a Project access badge.
- 1.2 AP/C shall have the relevant health and safety cards applicable to the jurisdiction they are undertaking works in (examples: Ireland Safe Pass; UK CSCS cards; Benelux VSC, etc), prior to mobilising to a Mercury Engineering Project.
- 1.3 AP/C shall be competent for their assigned Project role and will complete both all Project-required EHS training and also all training required by law and regulation.
- 1.4 AP/C shall ensure that all its work is carried out in accordance with all relevant EHS laws and regulations and take into account the safety of others on the site and the general public.
- 1.5 AP/C shall ensure that its work is carried out in accordance with the Mercury Engineering EHS policies, procedures and works processes.
- 1.6 AP/C shall participate in the Mercury Engineering risk management processes (e.g. Risk Assessment / Method Statement and Last-Minute-Risk-Assessment / Safe Plan of Action) as directed by Mercury Engineering management and supervision.
- 1.7 AP/C shall participate in any EHS audit, EHS Inspection and EHS Observation programme, as directed by Mercury Engineering management and supervision.
- 1.8 AP/C shall comply with the Mercury Engineering Incident and Injury Reporting Policy and also the Mercury Engineering Return to Work protocols.
- 1.9 A Drug and Alcohol Policy is in effect on all Mercury Engineering sites. AP/C shall comply with this policy. Any persons found under the influence of drugs and/or alcohol may have their Project access privileges suspended. On some projects in which Mercury Engineering is employed, our Clients operate mandatory random screening programme and results are communicated to the individual and Mercury Engineering. AP/C may have their Project Site access privileges suspended or removed, depending on the results.
- 1.10 Mercury Engineering implement a disciplinary code on its sites, which allows for warnings to be issued and recorded. Mercury Engineering reserves the right to suspend or permanently remove the Project access privileges of AP/C in the event of significant breaches of EHS requirements.

Section 2 – Miscellaneous

- 2.1 Checking eligibility to work in the relevant region is a not only a requirement of Mercury Engineering, but a legal requirement. Prevention of illegal working including guidance, checklists and document checks. Before an offer of employment to a potential consultant or labour agency, certain checks must be carried out to ensure that they have a right to work in the country they are working in. These checks must be carried out for ALL staff, regardless of their nationality. Verification/evidence to be provided to Mercury Engineering prior to approval, this requirement shall be monitored during any approved contractual period.

- 2.2 Should the AP/C provide any information within the pre-qualification that proves false or it fails to acknowledge and observe the provisions set down above Mercury Engineering and its subsidiaries may recall or cancel any agreement entered into with the AP/C, without prejudice to any of its rights under contract or common law.
- 2.3 In the event of a successful bid, the applicant hereby agrees not to pursue any future work in direct competition with Mercury Engineering and its subsidiaries on that same project until such time as the defect's liability period is complete.
- 2.4 Mercury expects early warning written notifications of all circumstance that the Contractor is aware of, or should be aware of, that will or may cause any delay or disruption to the Contractor's performance. In such circumstances the Contractor is obliged to mitigate any such delay or disruption.

Section 3 – Insurances

- 3.1 All AP/C's must provide confirmation of insurance cover at the minimum levels as follows:

Insurance Type	Ireland	UK	
Employer's liability	€ 13 Million	£ 10 Million	Mandatory
Public liability	€ 6.5 Million	£ 5 Million	Mandatory
Products Liability	€ 6.5 Million	£ 5 Million	Mandatory
Professional Indemnity	€ 6.5 Million	£ 5 Million	Mandatory

Insurance Type	Netherland	Germany	Denmark	Sweden	Spain	France	Other EU Countries	NON- EU Countries
General Liability Mandatory	€ 3 Million	€ 3 Million	€ 3 Million	€ 3 Million	€ 3 Million	€ 3 Million	€ 3 Million	€ 3 Million
Professional Indemnity Mandatory	€ 3 Million	€ 3 Million	€ 3 Million	€ 3 Million	€ 3 Million	€ 3 Million	€ 3 Million	€ 3 Million

- 3.2 All other insurance as required by law including, workers compensation in compliance with all applicable social security, occupational disease and occupational health & safety laws, statutes, and regulations.
- 3.3 All Contractors insurances must provide for a provision that the insurer will release and indemnify Mercury against actions claims charges costs demands and expenses.
- 3.4 All AP/C's must have valid insurances for the duration of all agreements with Mercury Engineering. All territorial extensions provided for works outside of the company's base jurisdiction must also be renewed. When the insurances provided by the AP/C expires, the account is automatically placed on hold and an email reminder is sent out. The hold on the account will be released when new valid insurances are produced.

Section 4 - Tax

- 4.1 AP/C's must provide evidence of their tax compliance in the relevant jurisdiction in which they are based, by the provision of documentation from the relevant Tax Authority.

Section 5 – Payment

- 5.1 The AP/C agrees to the particular periods of payment that govern individual projects undertaken by Mercury Engineering and its subsidiaries at all times.

Section 6 - Work outside of the jurisdiction

- 6.1 Should the AP/C engage with Mercury Engineering for works outside of its base country, the AP/C must notify **Procurement Compliance Department**, prequalification@mercuryeng.com and provide insurance cover confirming cover in the relevant jurisdiction.

- 6.2 Should the AP/C engage with Mercury Engineering for work outside of its base country, where it is ordinarily engaged with Mercury Engineering Unlimited Company, or Mercury Engineering Building Services (MEBS), etc, the AP/C will be **required** to contract with the relevant subsidiary, as decided by the location of works. The Mercury Engineering contracting entities are specified below in section 7.1.
- 6.3 Should the AP/C engage with Mercury Engineering for works outside of its base country, the AP/C must adhere to the tax deductions, if applicable, as stated below. A summary of the documents and deductions is set out as follows:

Denmark

For works in Denmark, if the AP/C is a non-Danish entity **and** engages in a labour-only agreement, it is subject to a withholding tax deduction of 35.6% of the invoice value. This does not apply to any AP/Cs who are engaged under an agreement, where a scope of works is provided and applies only to **labour-only** agreements.

This applies to **non-Danish entities only**.

Germany

Where Mercury Engineering does not receive a tax clearance certificate for the AP/C for works in Germany, the AP/C is automatically subject to a withholding tax deduction of 15% on the gross value of the invoice. It is the AP/C's obligation to consult with independent tax advisors to advise on how to apply for a tax clearance certificate in Germany. This should be done in advance of any works proceeding as the deductions are, under German law, to be automatically applied where a tax clearance certificate for Germany is not provided.

This applies regardless of where the AP/C's business is primarily based.

Netherlands

For works in Netherlands, the AP/C must consult with independent tax advisors in Netherlands to assess whether it is required to hold a G-account for works in Netherlands. Where Mercury Engineering is not in receipt of a G-account for works in Netherlands, we are instructed, under Dutch legal authority, to apply an automatic withholding deduction of 30% on the labour value of the invoice.

This applies regardless of where the AP/C's business is primarily based.

Section 7 – Invoices

- 7.1 It is the AP/C's responsibility to ensure that each invoice is addressed as follows, quoting the relevant VAT number:

<p>Denmark Mercury Engineering ApS c/o TMF Denmark A/S Købmagergade 60, 1. tv.1150, Copenhagen Vat Number 37 36 91 01</p>	<p>France Mercury Engineering France SAS 3-5 rue Saint-Georges 75009 Paris Vat Number 878 405 083 00014</p>
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Germany Mercury Engineering GmbH Ruhralee 9, 44139, Dortmund Vat Number 287699155	Italy Mercury Engineering Italy S.R.L. c/o TMF Services, Corso Vercelli, 40, Milano Vat Number 11365510962
Netherlands Mercury Engineering BV Kingsfordweg 151, 1043 GR Amsterdam Vat Number 8198.84.637.Bo.1	Poland Mercury Engineering Polska Sp. z o.o. Aleje Jerozolimskie 181A, 02-222 Warszawa Vat Number 5213062714
Ireland Mercury Engineering Unlimited Company Mercury House Ravens Rock Road Sandyford Industrial Estate, Dublin 18, D18 XH79 Vat Number IE8225667J	Spain Mercury Engineering and Building Services Spain SLU TMF Spain, Calle Principe de Vergara, 131, puerta 1, 28002, Madrid Vat Number B67200113
Sweden Mercury Engineering Sweden AB c/O Tmf Sweden Ab, Sergels Torg 12, 111 57 Stockholm, Sverige Vat Number 556966309801	United Kingdom Mercury Engineering and Building Services Limited Suite 1, 3rd Floor, 11-12 St. James Square, London SW1Y 4LB Vat Number GB204 8181 29

Please note that remittance for works contracted with Mercury Engineering and Building Services Limited will appear as MEBS on bank statements.

Failure to address the invoice correctly can result in delay of payments.

A copy of the invoice & payment certificate should be issued to accounts.pay@mercuryeng.com.

Declaration:

I have read and understood the terms, conditions and responsibilities as outlined and agree to proceed.

Signature	
Name	
Title	
Date	