1. Definitions

“AFFILIATE” shall mean any subsidiary or parent of COMPANY or any other associated company. For this definition, “subsidiary” and “holding company” shall have the meanings assigned to them under section 1162, Companies Act, 2006.

“COMPANY” shall mean the person, persons, firm or company named in the ORDER to supply the SERVICES, and shall include the COMPANY’s Co-Venturers and its and their respective AFFILIATES.

“CONTRACTOR GROUP” shall mean COMPANY, its sub-CONTRACTORS, its and their respective AFFILIATES and is their respective directors, officers and employees (including agency personnel), successors, assigns and END CLIENT but shall not include any member of the CONTRACTOR GROUP.

“COMPANY REPRESENTATIVE” shall mean the person appointed by the COMPANY to be available and authorised to discharge the COMPANY’s obligations under the CONTRACT.

2. Interpretation

2.1 In the event of any conflict, these terms shall prevail followed by any appendices thereto.

2.2 All instructions, notices, agreements, authorisations, approvals and acknowledgements shall be in writing. All such documentation together with all correspondence and other documents shall be in the English language.

2.3 Any reference to statute, statutory provision or statutory instrument shall include any re-enactment or amendment thereof for the time being in force.

2.4 Unless the context otherwise requires, wording importing the masculine gender shall include the feminine and neuter genders, and vice versa.

3. Invalidity and Severability

If any provision of this CONTRACT shall be found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or not applicable, the invalidity or unenforceability shall not affect the other provisions of this CONTRACT and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The COMPANY and the CONTRACTOR agree to attempt to negotiate in good faith a replacement for any invalid or unenforceable provision, a valid and enforceable provision which achieves the greatest possible extent, the economic, legal and commercial objectives of the invalid or unenforceable provision.

4. Corporation

4.1 The CONTRACTOR shall provide, on an EXW (Incoterms 2010) basis, management, supervision, personnel, tools, and materials (except materials or equipment specified to be owned or supplied by COMPANY), plant, consumables, facilities and all other things whether of a temporary or permanent nature, so far as necessary for providing the same is specified in the CONTRACT.

4.2 Materials and equipment or parts thereof provided by the CONTRACTOR for which there is no detailed specification included in the CONTRACT shall meet the CONTRACTOR’s specifications and any other requirements of the CONTRACT.

4.3 In order to ensure the performance and completion of the SERVICES, the CONTRACTOR shall be responsible for the timely provision of all materials referred to in clause 4.1.

4.4 The CONTRACTOR shall afford the COMPANY reasonable facilities for the performance of their work or contracts and shall co-operate with each other. Given access not impede or hinder the CONTRACTOR in the performance of their duties and shall not contract with the CONTRACTOR without written permission of the CONTRACTOR.

4.5 The CONTRACTOR shall be responsible for scheduling the delivery of the scope of work.

5. Company General Obligations

5.1 Contractor Representative: the person or persons and/or SERVICES, shall make provision for sale to COMPANY or use by the COMPANY in accordance with the CONTRACT.

5.2 The CONTRACTOR shall be responsible for delivering and transferring the SERVICES and general obligations for the delivery and transfer of the SERVICES to the COMPANY.

6. Contractor to inform Company/ Company to inform Contractor

6.1 In the event of any accident, the CONTRACTOR shall notify the CONTRACTOR of any accidents which may result from the use of any other persons which occur which may affect the carrying out of the SERVICES or the CONTRACT.

7. Assignment

7.1 Assignment - (a) CONTRACTOR or COMPANY may assign this CONTRACT but only with the express written consent of the other; (b) In the event of the assignment of the other, the assignee will give a formal deed of assignation to be effective upon the written assumption by the assignee of its obligations under the CONTRACT.

8. Subcontracting

8.1 The CONTRACTOR shall not subcontract the whole of the SERVICES or any part of the SERVICES without the prior approval of the COMPANY which approval shall not be unreasonably withheld or delayed.
14.2 The CONTRACTOR shall save, indemnify, defend and hold harmless the COMPANY against all losses, claims, suits, actions, costs, charges, and liabilities, and all losses or expenses in the scope of any claim referred to in this clause and any interest incurred in such liabilities, which may be assessed by, or against any government authority of the UK, on the CONTRACTOR GROUP in connection with the CONTRACT from and against all costs reasonably incurred in connection therewith.

15. Title and Risk

15.1 The COMPANY and CONTRACTOR shall share in all such INTELLECTUAL PROPERTY, resulting from or in respect of the performance of the CONTRACT, or (except for patents and similar rights or representations in terms of this contract) a resolution for its voluntary winding-up being passed or a provisional Liquidator, Receiver, Administrator or Manager of its business or undertaking being appointed or presenting a petition or having a petition presented against it in connection with Section 9 Insolvency Act 1986.

18. Indemnities

18.1 The CONTRACTOR shall be responsible for and shall save, indemnify, defend and hold harmless the COMPANY from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of: (a) any claims of whatsoever nature arising from pollution emanating from the reservoir or from the property,

20. Consequential Loss

20.1 No right of any party to agree any amendment, variation, waiver or settlement under or arising from the CONTRACT to the extent that any third party who has been granted an express benefit in terms of this CONTRACT (and not any other party) shall be entitled to payment for that part of the WORK completed in accordance with the CONTRACT price unless this limit is not permitted at law or in tort.

22. Customs

22.3 Termination

22.1 The CONTRACTOR shall have the right by giving notice to terminate all or any part of the SERVICES or the CONTRACT at such time or times as the COMPANY may consider necessary for the following reasons: (a) in the event of material default on the part of the CONTRACTOR which COMPANY is unwilling or unable to remedy in accordance with the written notice of such from the COMPANY; or (b) in the event of the CONTRACTOR becoming bankrupt or making a composition or arrangement with its creditors or a winding-up order or in any other similar circumstances.

23. Environment

23.1 The CONTRACTOR shall have the right by giving notice to terminate all or any part of the SERVICES or the CONTRACT at such time or times as the COMPANY may consider necessary for the following reasons: (a) in the event of material default on the part of the CONTRACTOR which COMPANY is unwilling or unable to remedy in accordance with the written notice of such from the COMPANY; or (b) in the event of the CONTRACTOR becoming bankrupt or making a composition or arrangement with its creditors or a winding-up order in any other similar circumstances.
32. Non Solicitation
Neither party shall, directly or indirectly, solicit or entice away (or attempt to solicit or entice away) from the employment of the other any person employed or engaged by the other at any time during the CONTRACT duration or for a further period of Twelve (12) months after the expiry or termination of the CONTRACT other than by means of a national advertising campaign open to all and not specifically targeted at any of the staff of the other party.

33. Use
The CONTRACTOR will not be liable for any loss or damage resulting from failure of COMPANY to use the PRODUCTS in accordance with any specific operating conditions set out in the PURCHASE ORDER or otherwise delivered with the PRODUCTS.

34. Documentation
The CONTRACTOR will provide the COMPANY with only such documentation, in the CONTRACTOR’s usual format, as detailed in the ORDER.

35. Rental Equipment
35.1 Rental equipment is chargeable EXW (incoterms 2010) from CONTRACTOR’s nominated base and terminates until return to the same.
35.2 In the event of COMPANY imposed delays to agreed mobilisation dates, a standby rate of 70%, unless otherwise specified, will apply for both CONTRACTOR equipment and personnel. Where 3rd Party equipment is included in the CONTRACTOR scope, standby of 100% of the working rate shall apply.
35.3 If rental equipment, requires major repair to return it to full working condition, it will be repaired by the CONTRACTOR and the cost of such repairs shall be borne solely by the COMPANY.

36. Offshore or site based Personnel
36.1 CONTRACTOR’s personnel shall be charged at full day rate for each day, or part of a day from the time of scheduled check-in or arrival at the designated departure point, until return to the designated departure point. COMPANY will transport CONTRACTOR’s personnel between the designated departure point and the offshore installation and back.
36.2 All accommodation and subsistence on or offshore shall be to COMPANY’s account.
36.3 In the event of any delay in departure, CONTRACTOR’s personnel shall remain at the departure point until stood down by COMPANY. Should such delay mean CONTRACTOR personnel remain on standby overnight, COMPANY shall reimburse reasonable documented hotel and associated costs.
36.4 Any offshore daily rate(s) contained within the CONTRACT shall apply for each day spent working offshore. The offshore working day is a 12-hour day. Client approved overtime is charged at CONTRACTOR’s standard overtime rates. Specific training requirements of the COMPANY for CONTRACTOR personnel shall be charged at CONTRACTOR standard day rates. A full day rate shall be charged for mob/demob days together with specified mob/demob fee.
36.5 If crew change is required 21 days after mobilisation date, normal mob/demob charges apply. There will also be a chargeable period of overlapping day rates during crew change to maintain personnel levels.

37. Personal Data Protection
Where applicable in the performance of the SERVICES, the Parties shall be aware of and adhere to Regulation (EU) No. 2016/679 (General Data Protection Regulation (GDPR)) and any other applicable laws, statutes and regulations in relation to the protection of personal data.