

Terms of Business Agreement (TOBA)

Strictly Confidential

An Agreement between

CET

And

..... (the Contractor)

Contractor commitment

- 1.0** Contractor MUST HAVE minimum of £2 million Public Liability **Insurance** for any one occurrence.
- 1.1** Contractor MUST HAVE minimum of £10 million Employer's liability **Insurance**.
- 1.2** Provide **CET** at each Insurance renewal date, copies of relevant insurance certificates and schedules
- 1.3** Advise **CET** of any claim or potential claim in respect of any Work.
- 1.4** Contractor shall fully, effectively and promptly indemnify **CET** on demand against any third party insurance claim & from all claims. This is, whether arising under any applicable Legislation or otherwise, Action, Costs, Losses, Damages and Expenses (including associated legal fees on a full indemnity basis) of whatever nature arising out of, or in connection with, the Contractors wilful, reckless or negligent act, omission or breach of contract.
- 1.5** **CET** shall have no liability to the Contractor in relation to **any costs, expenses, liabilities, penalties or other sanctions incurred by the Contractor**.
- 1.6** Nothing in this agreement excludes or limits the liability of either party for death or personal injury caused by the negligence of that party.
- 2.0** The Contractor shall complete all **Work to the highest standards** of best industry practice, in accordance with all applicable legislation, including the **Service Level Agreements (SLA's)**.
- 2.1** Work by the Contractor shall minimise any disruption/inconvenience to the Policyholder.
- 2.2** All parts, materials & consumables used by the Contractor shall be of the best available quality & suitable for the use & purpose for which they are intended. Also, shall be in accordance with all applicable legislation including the latest relevant **British and European Standards & being environmentally acceptable** / handled in full accordance with all applicable Legislation.
- 2.3** Contractor shall use products, materials and methods to provide as far as possible, a close match to all visual characteristics & features of the original material so that jointing between existing surface & the Work is as inconspicuous as possible.
- 3.0** The Contractor shall ensure that all those employed to carry out Works, shall provide evidence of all **relevant professional documents, memberships and qualifications** pertinent to the trades.
- 3.1** The contractor will perform a check in relation to the individual via the **HM Treasury's official website** to ensure that the individual does not appear on the list of names on the HM Treasury's Database of Financial Sanctions Targets.
<https://www.gov.uk/government/publications/financial-sanctions-consolidated-list-of-targets>
If an engineer appears on this list they will not be allowed to engage in work carried out for CET.
- 3.2** The **Contractor** shall provide a **Contractor Operative** who will be a responsible, suitably dressed, equipped and qualified engineer/tradesperson and responsible for each **Work Order** or stage of works and to act as the Contractor's authorised agent. **PLEASE COMPLETE REGISTER – APPENDIX 4**
- 4.0** This Agreement and all Schedules, Annexures and documents referred to therein, the business and operating methods of the Company shall be **deemed to be confidential and shall not be disclosed by the Contractor** to any third party save as necessarily required in the proper performance of the Works, as required by law, or as may be agreed between the parties. This clause shall survive termination of this Agreement without limit in point of time except that it will cease to apply to information which comes into the public domain through no fault of the Contractor.
- 4.1** **Please also read & sign Appendix 2 – Code of Conduct & Data Protection.**
- 4.2** Nothing in this agreement or otherwise will constitute the Contractor as an employee of the Company and the Contractor will therefore be solely responsible for payment of his **taxes and National Insurance contributions**.
- 5.0** Please See Appendix 1 for all Rates. **The Contractor agrees to CET payment terms. Payments are made on a fortnightly basis, with invoices paid on the next payment run issued 45 days following receipt of a valid invoice. CET will email weekly, a bordereau to all suppliers, on receipt of this, an invoice will need to be raised & sent directly to CET as soon as possible. All Parts & Materials charged to CET are to be at TRADE COST ... Excluding VAT ... PLUS 10%.**
- 5.1** **The Contractor is prohibited from entering any agreement for Private Work with the Policyholder without the agreement of CET.**
- 5.2** This agreement will continue for a minimum period of 1 year from the date of signature of this agreement extending on a rolling basis, but may be terminated, in writing only, by either party with a notice period of 4 weeks.
- 5.3** Please See Appendix 5 for ... * Bordereau "Self-Billing" Process * Bordereau Example * Invoice Example

6.0 Completed **Basic Disclosure checks must be undertaken for all Operatives** attending policyholder properties on behalf of the CET.

6.1 All Operatives shall also have displayed **photographic identity cards** on arrival at the premises.

6.2 The Contractor agrees not to sub-contract deployed work without prior permission and authorisation by CET. A breach of this could result in exclusion from the network.

6.3 The Contractor shall have **Health & Safety systems** in place including task and site specific risk assessments and method statements in accordance with the information supplied in the Health & Safety Questionnaire.

6.4 Unscheduled site **audits** and audits by appointment to the Contractor office by the CET Compliance Auditor shall occur in the interest of health and safety and quality.

6.5 For each and every contract, no matter the size and complexity of works, all Health & Safety questions must be answered on the app before commencing any work

7.0 In the event that the Contractor suspects that **asbestos is present at a Policyholder’s property, all work shall cease immediately and the area shall be cordoned off.** The attending Contractor shall inform CET and the Policyholder advising them not to enter the affected area. The Contractor shall then inform a claims handler at the CET Service Centre at the earliest opportunity.

8.0 All works carry a 1 year guarantee. It will apply from the date of the signed completion note against defective workmanship and parts.

8.1 All temporary repairs unless weather related, must carry a 28 day guarantee in the event of a stabilisation make safe, unless it has failed out of the Contractors control.

8.2 Failure to comply with any of the above may result in non-payment and the Contractor being removed from the network

9.0 CET may terminate this TOBA if Contractor: * **Be adjudicated bankrupt** * **Enters into an agreement constituting Administration** * **Experiences change in ownership pursuant to a takeover/merger/buyout** * **Commit any material or persistent breach of this TOBA.** * **Approach & attempts to solicit work from CET Clients.**

9.1 In the event where the Contractor does not arrive at the property at the agreed time and has not informed CET that they were going to be late, then CET reserves the right to implement recovery of £25 for the first hour and £25 for each additional hour delay.

9.2 Please see Appendix 3 for ‘Job Handling Process’.

On behalf of Contractor: Signed

Name **Position**


Date:

On behalf of CET Ltd: Signed

Name **Position**

Date

Appendix 1

	Contractor Repair Rates (V3 01 09 18)							
	Outside M25				Inside M25			
All Rates exclude Parts & VAT	Monday to Friday		Weekends	Bank Holidays	Monday to Friday		Weekends	Bank Holidays
	8am-6pm	6pm-8am	Day & Night	Day & Night	8am-6pm	6pm-8am	Day & Night	Day & Night
General Trades	£50.00	£58.00	£58.00	£68.00	£55.00	£63.00	£63.00	£73.00
Plumbing	£55.00	£65.00	£70.00	£80.00	£60.00	£70.00	£75.00	£85.00
Locksmith	£55.00	£65.00	£70.00	£80.00	£60.00	£70.00	£75.00	£85.00
Boarding	£55.00	£65.00	£70.00	£80.00	£60.00	£70.00	£75.00	£85.00
Gas Heating	£65.00	£70.00	£75.00	£85.00	£70.00	£75.00	£80.00	£90.00
Oil Heating	£65.00	£70.00	£75.00	£85.00	£70.00	£75.00	£80.00	£90.00
Electrician	£65.00	£70.00	£75.00	£85.00	£70.00	£75.00	£80.00	£90.00
Rofer (2 men)	£90.00	£100.00	£100.00	£100.00	£90.00	£100.00	£100.00	£100.00
Drains - Fixed Rate	£80.00	£80.00	£80.00	£80.00	£80.00	£80.00	£80.00	£80.00
Pest Control	Rats & Mice - £120.00 (includes 3 visits)				Rats & Mice - £120.00 (includes 3 visits)			
Pest Control	Wasps / Hornets / Bees - £60.00				Wasps / Hornets / Bees - £60.00			
Additional Hourly Rates / Hour on Site	Outside M25				Inside M25			
	Hourly rate after AUTHORISATION RECEIVED FROM CET HQ (failure to obtain authorisation will result in no payment)							
Gen. Trades (x 2 for Roof)	£26.00	£30.00	£30.00	£30.00	£29.00	£34.00	£34.00	£34.00
Heating	£28.00	£36.00	£36.00	£36.00	£31.00	£41.00	£41.00	£41.00
Electrician	£28.00	£36.00	£36.00	£36.00	£31.00	£41.00	£41.00	£41.00
Gas & Electrical Services	Outside M25				Inside M25			
CP12	£35.00				£39.00			
Boiler Service	£35.00				£39.00			
CP12 & Boiler Service	£42.50				£46.50			
Fixed Wire Test (Periodic Inspection - 100% Test)	£120.00				£125.00			
All Parts & Materials charged to CET are to be at TRADE COST ... Excluding VAT ... PLUS 10%								

Appendix 2 Please read and sign the following for both Code of Conduct & Data Protection:

Code Of Conduct

Contractors must recognise & respect the fact that they represent both **CET** and our clients. Therefore, the following behaviour is required of all personnel:

- * Be tidily dressed, wearing company logo workwear & all relevant PPE where appropriate
- * Be polite, friendly, considerate & helpful
- * Treat customers & their premises with courtesy & respect
- * Refrain from smoking, making excessive noise (radios/music not tolerated) & using bad language
- * Do not use the customer's telephone or W.C. without prior permission having been obtained, preferably in writing
- * Where possible, try to fit in with the daily routines of the customer
- * Show patience, understanding & sensitivity in dealing with customer's problems
- * Adopt a non-judgmental approach to customers, behaving in a professional manner
- * If a Policy Holder expresses any dissatisfaction the Contractor should contact CET immediately via the complaints team on a dedicated phone number (01332 818139) who will then log the dissatisfaction
- * Do not enter into discussion on or about **CET** or their clients
- * If additional works are requested beyond the original scope of works, please ensure that the agreed variation procedure is followed. Failure to do so will result in non-payment.
- * Do not pass an opinion on the required works or costs thereof
- * All tools, plant & machinery must be kept within the tradesmen's localized working area to avoid danger from unattended items
- * Contractors must not borrow or use tools, plant & access equipment from customer
- * If there is no adult present within the property, then the Contractor is requested to contact **CET**
- * Contractor should not attempt to enter property & carry out work when only children or vulnerable persons are present
- * Ensure property is left clean & tidy at end of all works
- * Use dustsheets and/or taped polythene sheeting in all affected areas & access routes
- * vacuum up any work related dirt or debris
- * Items of furniture, floor coverings etc. will be moved where necessary to complete & replaced on completion.

The purpose of the "Supplier Code of Conduct" is to draw attention to the importance that **CET** attaches to health and safety, customer care & a commitment to service excellence. I understand that compliance with Safety Rules and Policy Statements is compulsory whilst working on behalf of **CET**.

Data Protection Agreement (GDPR)

CET Structures Ltd. requires that where processing of personal data is carried out by a supplier of services on behalf CET, a written contract must be in place with the service supplier (data processor) to ensure the confidentiality and security of the data processed.

From 25th May 2018 the DPA will be replaced by the General Data Protection Regulations (GDPR) and these regulations shall apply instead of the DPA. The aim of this regulatory change is to deliver stronger rights for consumers and a greater responsibility (accountability) on firms who hold and use personal data. The GDPR brings in tougher penalties and firms will face fines of up to €20 million or 4% of global turnover for non-compliance, whichever is higher.

"Personal Data" has the meanings attached to it by the GDPR from 25th May 2018.

"Services" means the services provided by the data processor to **CET**

"Instructing Company personal data" means personal data about its policy holders or customers which is disclosed to **CET** by the Instructing Company to enable **CET** to process insurance claims on behalf of the Instructing Company.

The purpose of this agreement is therefore to ensure the supplier of services to **CET** either directly or on behalf of an Instructing Company process any personal data in accordance with the provisions of the GDPR.

The supplier of services to **CET** agrees to:

1. Co-operate as far as is reasonable in complying with subject access requests made in accordance with the provision of the GDPR.
2. Co-operate fully in dealing with any enquiry made, or investigation or assessment of processing, initiated by the Information Commissioner.
3. Take all reasonable security measures as are required to ensure that personal data is processed in accordance with the seventh data principle of the GDPR (data processors must make sure personal data is kept safe and secure) and used only for its intended purpose.
4. Provide each party to the Agreement, if required with information about the processing of personal data to ensure compliance with the GDPR.
5. Subject to reasonable notice, allow audit of data processing facilities, and documentation for verification of compliance with the GDPR or any other relevant legal requirement.
6. Implement any change to its data procession operations that is identified by either party as being necessary to ensure compliance with the GDPR
7. Ensure that access to any personal data is provided only to those employees essential to fulfilling the needs of each party's commitment and that those employees do not disclose any personal data in contravention of this agreement.
8. Do not keep information for longer than is absolutely necessary to fulfil the contract and Investigate any alleged breaches of security of personal data
9. Have reasonable appropriate processes in place to safeguard all personal data issued by either party against unauthorised access, loss, destruction, theft, and unauthorised disclosure.
10. Provide the data subject the same rights of direct marketing opt-out, access, correction, blocking, suppression or deletion as would be available in accordance with laws relevant to the GDPR.

I agree to abide by the conditions of this agreement for Code of Conduct & Data Protection

Name: _____ Signed: _____

Position: _____ Date: _____

Contractor Job Handling Process

CET will require all engineers to be able to connect to the CET SIMPLIF-i APP and, prior to departing shall ensure that the data requested by CET is completed on the App and forwarded to CET.

Job Handling Process 'WHEN USING' CET Simplif-i App

- 1.)** When we call you with a job instruction you are to notify us of your ETA on that call.
- 2.)** CET Service Centre contacts customer to confirm ETA of the visit. CET will then notify you of the time agreed with the Policyholder.
- 3.)** Tradesman to arrive on site within the Client's SLA except when a roof survey / repair is required and the ability to safely conduct works are affected by poor weather conditions and / or during hours of darkness.
- 4.)** On arrival at the property and prior to undertaking any work, the tradesman must complete all Health & Safety questions presented on the CET Supplier App, then log in and carry out the job using the CET SIMPLIF-i App as per CET instruction.
- 5.)** On leaving the property, the tradesmen **must** send details from the app back to the Service Centre, along with ...
 - (i) Details of work undertaken, and confirmation that all works have been either satisfactorily completed, or that the job is incomplete and further additional work is required.
 - (ii) If a quote for further work is required, this needs to be sent at the time with a provisional eta for the work to be carried out via the app and at the latest within 24hrs to CET/ or at weekends/ or bank holidays, on the next working day
 - (iii) ***Any photos that are required must be sent via the supplier app at the time. Failure to do so jeopardises payment from the Client, which in turn puts your payment at risk.***
 - (iv) **For Payment of Invoice, Arrival and Departure times must be entered into the App.**
 - (v) ***A Signature from the customer to prove satisfaction must be gained on the App.***
 - (vi) ***Photographic record of any approved materials used along with a copy of the supplier purchase invoice for all materials over £20.00.***
 - (vii) Letter headed invoice for the approved payment requested

Contractor App Process

New Job ETA Agreed *

CET assigns job to trade with agreed ETA time frame



Accepting Job *

The assigned tradesman will need to enter the app and go to **assigned** to accept the job.



On way *

In app tap on my way. This will bring up a navigation option for directions to the job address.



Arrived Customer Present *

In app tap arrived.

Q&A's will be shown with site access notes CET have asked. Complete risk assessment. Engineer to sign in app that the assessment is completed before submitting. A photo must be taken of the job at hand before any work is carried out.



On Site *

All reports to be submitted on the app onsite. Customer signature to be recorded on app. A final photo must be taken once call out is completed.



Job Complete *

No Further Works

Tap job complete.

This will close down the job on the engineer app.

Updates CET Timeline When Step Is Complete.



Delayed *

In app tap delayed. Submit reason for delayed and the time delayed for. This will relay back to CET.



Arrived Customer Not Present *

In app tap arrived. Select policy holder missing. Take photo of front door and submit.



On Site Authorisation *

Submit materials costings and extra labour time on app. Notification of approval from CET will be sent to the engineer.



New Visit Authorisation *

Request a follow up visit, submit materials costs and any extra labour time on app. Submit return ETA date & time for further works to be completed. Notification of approval from CET will show on engineer's app.



Visit Complete *

Engineer to leave job open within app. CET will mark that the visit was completed when further works are approved. Jobs should not be marked as complete if further works are needed. The job will be stored in **started** on the app homepage.



Return Visit

Follow the same process.

Appendix 4

CET STRUCTURES Ltd Supplier Bordereau “Self-Billing” Process

- 1.** As part of the supplier set-up process an e-mail address is provided by the supplier to CET that CET will use to issue the weekly bordereau (self-bill) schedules to.
- 2.** On a weekly basis the self-bill schedule will be issued via e-mail, in PDF format. This schedule will include all claims processed during the week.
- 3.** The supplier will review the schedule and issue a single, consolidated VAT invoice for the amount stated. The schedule should be attached to the VAT invoice and sent to the CET accounts department. It is also possible to send the invoice via e-mail to the following addresses: accounts@cet-uk.com
- 4.** The accounts team will process the invoice upon receipt.
- 5.** The invoice is paid to the agreed terms as per the signed contract
- 6.** Should there be any queries regarding the amounts on the schedule then these shall be raised to the team as separate items and if agreed can then be invoiced as separate individual invoices. In the meantime, the undisputed amount is still processed for payment when due.

Notes: The driving factor of what is included in the weekly schedule is that as a sales invoice is raised by CET it will automatically generate a Purchase Order that will in turn be included on the schedule. In order to raise the sales invoice CET require all closure information from the supplier so it is imperative that this information is supplied in a timely manner. Any queries regarding the process can be directed to Daniel Jemmerson by the following methods: Telephone: 0845 241 6742 E-mail: daniel.jemmerson@cet-uk.com

Supplier Bordereau Invoice Schedule



Schedule of approved work to be invoiced up to 24/03/16 DATE YOUR INVOICE AS THIS DATE

Bordereau Ref: B500030396 ALWAYS QUOTE THIS NUMBER ON YOUR INVOICE

Supplier: N058

YOUR COMPANY NAME AND DETAILS WILL BE SHOWN HERE

Order No	Lead No	Trade	Site Visit Date	Policy Holder Name	1st Line of Address	Post Code	Labour	Material	Other	Total	CET Ref/Date	
824941	349300	General Tradesma	02/03/2016							21/03/16		
825028	349343	Plumber	19/03/2016	THESE COLUMNS WILL HAVE POLICY HOLDER DETAILS							21/03/16	
825250	349301	Plumber	19/03/2016	AND DETAILS OF THE COSTS OD THE JOBS DONE							21/03/16	
825238	349078	General Tradesma	20/03/2016							21/03/16		
825299	349078	General Tradesma	20/03/2016							21/03/16		
825399	349348	Plumber	17/03/2016							21/03/16		
825945	349351	Plumber	19/03/2016							22/03/16		
826055	349370	Electrician	21/03/2016							23/03/16		
826478	349381	Plumber	21/03/2016							24/03/16		
826499	334285	Roofer	07/04/2016							24/03/16		
826935	349391	Plumber	15/03/2016							24/03/16		
THERE IS NO NEED TO LIST THE JOBS INDIVIDUALLY ON YOUR INVOICE										798.00		
										0.00		
										31.00		
										799.00		

Please raise and invoice for the above amount dated 24/03/16
 This schedule must be attached to the invoice if posted or included as an attachment if submitted by email
 CET Property Assurance is a trading name of CET Structures Ltd

THE TOTAL FIGURE IS YOUR INVOICE VALUE
 ADD VAT IF YOU ARE REGISTERED

YOU MAY SHOW THESE
 TOTALS ON YOUR INVOICE
 IF YOU WISH

Invoice Example

INVOICE

YOUR COMPANY LOGO

UNIQUE INVOICE NUMBER INVOICE # NGCET145
DATE YOUR INVOICE THE SAME DATE AS THE
SCHEDULE DATE: MARCH 24, 2016

FROM YOUR COMPANY NAME,
ADDRESS
COMPANY DETAILS INC VAT No
& COMPANY REG No

TO CET STRUCTURES LTD
3 BOUNDARY COURT
WILLOW FARM BUSINESS PARK
CASTLE DONINGTON
LEICESTERSHIRE
DE74 2UD

JOB	PAYMENT TERMS
Reactive Maintenance	As contract

DESCRIPTION		
Call out works		
Bordereau Ref: BSI0003096 <u>ALWAYS QUOTE THE SCHEDULE NUMBER</u>		
<u>TOTAL COST OF LABOUR ON YOUR SCHEDULE</u>	Labour	768.00
<u>TOTAL COST OF OTHER ITEMS ON YOUR SCHEDULE</u>	Other	31.00
<u>TOTAL COST OF MATERIALS ON YOUR SCHEDULE</u>	Materials	0.00
<u>TOTAL TO BE INVOICED SHOWN ON THE BOTTOM OF THE SCHEDULE</u>	Total Gross	799.00
<u>ADD VAT IF YOU ARE VAT REGISTERED</u>	Vat	159.80
<u>ENSURE THAT YOUR VALUES ADD UP CORRECTLY TOTAL DUE</u>		£958.80

NEVER ADD ANY COSTS TO YOUR INVOICE, YOUR INVOICE MUST MATCH THE SCHEDULE OR WE WILL REJECT YOUR INVOICE!!

[Company Name]
THANKS YOU FOR YOUR BUSINESS!