

Fair Payment Charter

H&J Martin believes that fair and transparent payment practices are an essential underpinning to achieving successful integrated working on our construction projects. In working with each other in good faith and in a spirit of mutual trust and respect, we agree that we will meet the Fair Payment commitments set out below:

- Companies have the right to receive correct full payment as and when due. Deliberate late payment or unjustifiable withholding of payment is ethically not acceptable.
- Fair Payment will apply equally between the client and lead contractor and throughout the supply chain.
- Payment terms are agreed on a supplier-by-supplier basis, as part of contract negotiations. The agreed terms will depend on the type of work, size of the company and product or service purchased.
- To ensure effective and equitable cash flow for all those involved, all contracts will provide for regular payments and where practical will have payment periods not exceeding 30 days.
- The correct payment will represent the work properly carried out, or products supplied, in accordance with the contract. Any client arrangements for retention will be replicated on the same contract terms throughout the supply chain. Any withholding of payment due to defects or non-delivery will be proportionate and demonstrably justified in line with arrangements made at the time of contract.
- In order to avoid payment delays, the client and all supply chain members will agree payment procedures at the outset of their contracts. Where possible payments will be through electronic BACS transfer and will apply throughout the supply chain.
- H&J Martin will ensure risk is allocated to the party best placed to manage it. This means not flowing risk inappropriately down to subcontractors and not asserting that subcontractors can manage risk that is in fact better managed by the supplier.
- The mechanisms for resolving disputes will be discussed and agreed with suppliers at contract negotiation stage.

H&J Martin is dedicated to fair treatment of all our suppliers and actively seeks to resolve disputes in a timely manner. The initial point of contact for any invoice disputes will be the Accounts Payable team (accountspayable@hjmartin.co.uk), who if unable to resolve, will escalate the matter to the relevant commercial team and subsequently to Senior Management, should this be required.

For the avoidance of doubt, H&J Martin would highlight that this Charter is not intended to be a legally binding document and not used in construing any contractual commitment.

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