

# Terms and Conditions

## CONDITIONS OF CONTRACT FOR HIRE, ERECTION AND DISMANTLING OF SCAFFOLDING

1. In these conditions, and in the quotation, the following expressions shall, unless the contract otherwise admits, have the meanings:

'Hirers' the person, firm or company for whom the scaffold and/or other structure as described in the quotation is to be erected

'Scaffold IT' the company from whom the scaffolding and/or other equipment is to be hired in accordance with the terms of the Quotation, and where the context so admits shall include their servants or agents and any other sub-contractors and their servants or agents

'Quotation' Scaffold IT's offer to the Hirers in respect of the hire, erection and dismantling of the scaffold and/or other structure.

'Contract' the Quotation, the safety conditions, the model conditions of contract and the Hirers written acceptance thereof

'Regulations' any regulations from time to time in force under any Act of Parliament which affects the erection, use or dismantling of scaffolding and/or other equipment included in the quotation.

'Scaffold Structure' the scaffolding and/or other structure to be erected and any equipment provided for use in connection therewith in accordance with the terms of the Quotation, or as the same may from time to time be varied in accordance with these Conditions.

'The Work' the work involved in the erection, alteration and dismantling of the scaffold structure by Scaffold IT as described in the Quotation.

'Hand Over Certificate' the Hand Over Certificate referred to in Condition 5.

2. Scaffold IT will ensure that the scaffold structure is soundly and adequately constructed for the purpose requested by the Hirers and that when constructed that it will comply with any applicable regulation. Scaffold IT undertake to remedy at their own expense any defects drawn to their attention in writing which have arisen from faulty design or erection by Scaffold IT or the use of defective equipment by Scaffold IT.

3. The Hirers shall comply with and shall require their employees and other subcontractors and their employees to comply with the conditions regarding safety as set out in the Quotation and all other provisions as to safety which are to be observed by the Hirers or other subcontractors under any applicable regulation.

4. (i) Subject to the provisions of Condition 8 Scaffold IT shall indemnify the Hirers against all sums for which the Hirer shall become liable for damage or compensation for bodily injury to or death of any person or for damage to any property real or personal provided the same be caused by the negligence of Scaffold IT in carrying out the work provided nevertheless that Scaffold IT shall be entitled to conduct in the name of the Hirers and to control all claims or proceedings relating to such injury or death or damage in the event of any such occurrence immediate notice must be given to Scaffold IT by fax and confirmed in writing to Scaffold IT's office. No admission, offer, promise of payment or indemnity shall be made by the Hirer's without Scaffold IT's written consent may prejudice the Hirer's right to indemnity under this Condition.

(ii) Scaffold IT have effected and undertake to keep in force at all material times policies of insurance in respect of their liabilities under sub paragraph (i) of this condition and hereby undertake on request to produce (or cause their insurers to produce) evidence of the extent of cover.

(iii) The Hirers shall indemnify Scaffold IT against any loss, damage, claims or proceedings, and against any costs or expenses arising out of or in connection therewith, in respect of any injury to or death of any person or damage to any property real or personal caused by or arising out of or in the course of the use or misuse of the scaffold structure by any person (other than Scaffold IT or their employees) or arising out of this Contract. The Hirers shall effect and keep in force at all material times, policies of insurance in respect of their liabilities under this sub paragraph.

5. Hand Over Certificate. Upon completion of the erection of the Scaffold Structure, Scaffold IT shall upon request issue to the Hirers a Hand Over Certificate stating that the Scaffold Structure has been supplied and erected in accordance with the Contract and complies with all Regulations including design requirements governing the design, erection, adequacy, stability and safety of Scaffold Structures. Where the Contract provides for the handing over of sections of Scaffold Structure such certificate shall be issued with reference to such sections upon their dates of completion.

6. Any repairs, additions, alterations, adaptations or variations required to the scaffold structure will be carried out by Scaffold IT only upon receipt of written instructions from the Hirers and at the Hirers' expense. Separate Quotations will be submitted for any such work by Scaffold IT. Quotations in cases where the work has already been carried out will be deemed to be accepted by the Hirer unless queried in writing within 14 days from the date of such Quotation. The Hirers undertake not to carry out or cause or permit to be carried out any repair, addition, alteration, adaptation or variation to the scaffold structure or to interfere with it in any way other than as specifically provided in these conditions or in the Quotation.

7. Minor alterations only to the scaffold structure as arising from time to time as required by the Hirer will be carried out on a daywork rate basis. Where any work is carried out on such basis the total number of hours booked shall be shown on Scaffold IT's daily time records and countersigned by the Hirers' representative. Such hours will be chargeable at the daywork rate stated in the Quotation.

8. Notwithstanding the provisions of Condition 4 (i) where the erection, alteration or dismantling of the scaffold structure involves work on or adjacent to roofs or other fragile surfaces of any premises in respect of which the scaffold structure is required, Scaffold IT shall not be liable for any damage caused to such roofs or surfaces where such damage is inevitable if the work is to be carried out in accordance with the specifications provided nevertheless that Scaffold IT shall use their best endeavours to minimise the extent of any such damage. Subject as aforesaid Scaffold IT shall be responsible for injury or damage to the said premises only where such injury or damage can be shown to be caused by any negligence or wilful act or default on the part of Scaffold IT, their servants or sub-contractors or other persons for whom Scaffold IT are responsible; provided always that in any such case Scaffold IT shall be notified within seven days of the occurrence of the injury or damage and shall be allowed to inspect the same and if thought fit themselves to arrange for its repair or making good.

9. Any right which the Hirers' employers might otherwise possess under the terms of any contract between the Hirer and any such employers over temporary buildings, plant, tools, equipment, goods and materials on site shall not extend to affect the ownership of any items provided by Scaffold IT in carrying out the work, which items remain the unencumbered property of Scaffold IT at all times.

10. (i) Receipts for all equipment delivered to and taken from the site will be drawn up and copies will be available to the Hirer on request. On delivery and collection Scaffold IT shall ensure that the Hirers are given a reasonable opportunity to check equipment.

The Hirers shall be responsible for and shall make good to Scaffold IT any proven loss or damage to Scaffold IT's equipment whilst on the site unless such loss or damage be caused by the negligence or wilful act or default of Scaffold IT, their servants, agents or sub-contractors or other persons for whom Scaffold IT are so responsible. The Hirers shall pay a fair and reasonable charge in respect of any equipment not returned for which they are so responsible and in respect of any damage for which they are responsible the cost of repair. Provided the making of any such payment as aforesaid shall not operate to pass to the Hirers any title in equipment which has been lost and that in the event of such equipment being discovered the hirers shall take all practicable steps to secure the prompt return thereof to Scaffold IT.

11. (i) Insofar as the Quotation includes for the cost to Scaffold IT of employing labour is based upon the rates of wages and other entitlements payable by Scaffold IT to workpeople engaged in erection of Scaffolding in accordance with the rules or decisions of the National Joint Council for the Building Industry, applicable and current at the date of the Quotation: insofar as the Quotation relates to the price of materials or equipment is based upon the market price of any materials or equipment currently payable at the date of the Quotation: and insofar as the Quotation includes for the cost of operating any transport it is based upon the costs as calculated in accordance with the rates published by the Road Haulage Association as current at the date of the Quotation.

(ii) Where the Quotation provides for the price to be subject to fluctuations then:

a. any increases or decreases in Scaffold IT's cost of employing labour as aforesaid which are consequent upon changes in the said rules or decisions or upon any change in or the imposition of any new statutory taxes, levies or contributions payable by Scaffold IT in respect of workpeople engaged upon or in connection with the work shall be a net addition to or deduction from the price quoted

b. If at any time after the date of the Quotation the market price of any materials or equipment increases or decreases or if the cost of operating any necessary transport increases or decreases as indicated by the rates from time to time published by the Road Haulage Association, then where appropriate a fair addition to or reduction of the price or prices payable by the Hirers shall be paid or allowed by Scaffold IT.

(iii) Unless otherwise stated the Quotation is based upon the assumption that the work will be carried out during normal working hours and that the premium payment for any overtime, night or week as requested by the Hirers shall constitute a net addition to the price quoted.

12. (i) The Hirers shall be responsible for obtaining, and thereafter during the duration of the hire, maintaining all consents, licences or permits required in connection with the work under any Statute, By-Law or Regulation from time to time in force affecting the carrying out of the work or from any third party and shall present particulars of all such consents, licences or permits to Scaffold IT before works commence.

(ii) The Hirers shall be responsible for supplying, fixing and maintaining and warning lamps and notices that may be required under the provisions of any Statute, By-Law, Regulation or otherwise during the period of hire.

(iii) Without prejudice to the rights of Scaffold IT under any other condition herein contained, the Hirer shall indemnify Scaffold IT in respect of any loss, claim or expenses incurred by Owners due to any failure on the part of the Hirers to fulfil their obligations under sub-paragraphs (i) and (ii) of this condition.

(iv) If compliance with any forms of consent, licence or permit referred to in sub-paragraph (i) of this condition involved Scaffold IT in additional expense beyond that which could reasonably have been foreseen at the date of the Quotation the proper amount of any such additional expense shall be added to the price payable by the Hirers.

13. (i) If progress on or the completion of the work is delayed for any reason outside the control of Scaffold IT a fair and reasonable extension of time for executing and completing the work shall be granted to Scaffold IT.

(ii) It shall be a condition precedent to the consideration of any claim by the Hirers against Scaffold IT in respect of delay, and to the liability of Scaffold IT for such delay, that written details of the alleged delay be sent to Scaffold IT within seven days of the occurrence thereof.

14. (i) If the Hirers fail to pay any sum due under this contract in accordance with the terms of this Quotation and of these Conditions Scaffold IT may, but without prejudice to any rights and other remedies, forthwith determine the Contract and remove all their equipment from the site.

(ii) If the Hirers become bankrupt or commit an act of bankruptcy or make or enter into any deed of arrangement, assignment or composition with their creditors or being a company enter into liquidation whether compulsory or voluntary (Except liquidation for purposes of reconstruction or amalgamation) or suffer to allow the appointment of a receiver or professional liquidator, or any execution whether legal or equitable to be levied on their property or obtained against them, then Scaffold IT may but without prejudice to any other rights or remedies forthwith determine the contract and remove all their equipment from the site. PROVIDED always that if the removal of Scaffold IT's equipment might (having regard to the methods of construction employed by the Hirers) cause danger to the safety or stability of or result in serious disturbance to any part of the works being carried out by the Hirers (herein called the 'Dangers') then Scaffold IT's right of removal under this paragraph shall be suspended until such time as none of the Dangers subsist and subject in any event to the next succeeding paragraph.

(iii) Where the scaffold structure is hired for use by the Hirers or in connection with a contract for the construction, reconstruction, repair or maintenance of any works or buildings and the occurrence of any event results in the determination of the employment of the Hirers under that contract, or if the Hirers shall be expelled from the site of the works under the contract for any reason whatsoever, Scaffold IT may (and if the proviso to paragraph (ii) of this condition applies, shall) upon request in writing being made by the Hirers' Employer under such contract within seven days after the date of such determination or expulsion, and upon the said Employer undertaking to pay all hire charges in respect of the scaffold structure as from the last mentioned date, hire the scaffold structure to the Employer for the remainder of the period which the scaffold structure was to be hired to the Hirers upon the same terms and in all respects as are contained in this Contract. The Employer shall in such cases be entitled to permit the use of the scaffold by any other Contractor employed by him for the purpose of completing the works in question.

15. The Hirers will provide all welfare facilities required by the Construction (Health, Safety and Welfare) Regulations 1996 for their own and Scaffold IT's employees without charge to Scaffold IT. The Hirers will issue to Scaffold IT the relevant certificate from the approved Register F-2202.

16. Any order or instructions required to be given to Scaffold IT by the Hirers or their duly authorised agents shall be given in writing, or if given verbally, shall be confirmed in writing by the Hirers within seven days. Scaffold IT shall not be liable for the consequences of any inaccuracies or misunderstandings that might result from any order or instruction not having been given in writing or so confirmed.

17. The Quotation is open for acceptance by an Order placed within three months from the date of the Quotation and is subject to Scaffold IT receiving 48 hours to commence erection of a Scaffold Structure or part Scaffold Structure at any time within three months of the date of such an Order. If labour and/or materials shall not be available at the date upon which the Hirers require the work to be commenced, an alternative commencement date shall be agreed between the parties. If the parties are unable to agree an alternative commencement date the Contract shall be terminated upon such terms and conditions as may be agreed between the parties.

18. The period of Contract quoted is directed by the Buyer. No credit will be allowed for under run of contract duration.

19. Our payment terms are strictly 28 days from the date of invoice and we reserve the right to charge at 2% over prevailing base rate per month on any amounts outstanding beyond our terms