

# TERMS AND CONDITIONS

## EAST GRINSTEAD SCAFFOLDING SERVICES LTD

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

1. In these conditions and in the Quotation the following expressions shall unless the context otherwise admits have the following meanings:
- 'Hirers' the person, firm or company for whom the scaffold and/or other structure as described in the Quotation is to be erected.
- 'Owner' the person, firm or 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 sub-contractors and their servants or agents.
- 'Quotation' the Owner'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 affect 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 the Owners as described in the Quotation.
- 'Handing Over Certificate' the Handing Over Certificate referred to in Condition 7 of the Safety Conditions.
2. The Owners will ensure that the scaffold structure is soundly and adequately constructed for the purpose requested by the Hirers and that when constructed it will comply with any applicable regulation. The Owners undertake to remedy at their own expense any defects drawn to their attention in writing which have arisen from faulty design or erection by the Owners or the use of defective equipment by the Owners.
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 sub-contractors under any applicable regulation.
4. (a) Subject to the provisions of Condition 7 the owners shall indemnify the Hirers against all sums for which the Hirers shall become liable for damages or compensation for bodily injury or death of any person or for damage to any property, real or personal provided the same be caused by the negligence of the Owners in carrying out the work provided nevertheless that the Owners shall be entitled to conduct in the name of the Hirers and to control all claims or proceedings relating to such injury, death or damage. In the event of any such occurrence immediate notice must be given to the Owners by facsimile and confirmed in writing to the Owners' office. No admission, offer, promise of payment or indemnity shall be made by the Hirers without the Owners' consent in writing, any such admission, promise or indemnity made without the Owners' written consent may prejudice the Hirers' right to indemnity under this Condition.
- (b) The Owners have effected and undertake to keep in force at all material times policies of insurance in respect of their liabilities under sub-paragraph (a) of this condition and hereby undertake on request to produce (or cause their insurers to produce) evidence of the extent of cover.
- (c) The Hirers shall indemnify the Owners 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 the Owners 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. Any repairs, additions, alterations, adaptations or variations required to the scaffold structure will be carried out by the Owners only upon receipt of written instructions from the Hirers and at the Hirers' expense. Separate Quotations will be submitted for any such work by the Owners which in cases where the work has already been carried out will be deemed to be accepted by the Hirers unless queried in writing within 14 days from the date of such Quotation. The Hirers undertake not to carry out, cause or permit to be carried out any repair, addition, alteration, adaptation or variation to the scaffold structure or to interfere with it in anyway other than as specifically provided in these conditions or in the Quotation.
6. Minor Alterations only to the scaffold structure as existing from time to time as required by the Hirers 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 the Owners' daily time records and countersigned by the Hirers' representative: such hours - will be chargeable at the day work rate stated in the Quotation.
7. Notwithstanding the provisions of Condition 4 (a) 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. The Owners 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 the Owners shall use their best endeavours to minimise the extent of any such damage. Subject as aforesaid the Owners shall be responsible for injury or damage to the said premises only where such injury or damage can be shown to have been caused by any negligence, willful act or default on the part of the Owners, their servants or sub-contractors or other persons for whom the Owners are responsible: provided always that in any such case the Owners 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.
8. Any right which the Hirers' employers might otherwise possess under the terms of any contract between the Hirers and 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 the Owners in carrying out the work, which items shall remain the unencumbered property of the Owners at all times.
9. (a) Receipts for all equipment delivered to and taken from the site shall be issued and agreed between representatives of the Owners and the Hirers' in the absence of the Hirers' representative the Owners records shall be forwarded to the Hirers and be deemed to be a true record of deliveries and returns. On delivery and collection the Owners shall ensure that the Hirers are given a reasonable opportunity to check equipment.
- (b) The Hirers shall be responsible for and shall make good to the Owners any proven loss or damage to the Owners' equipment whilst on the site unless such loss or damage be caused by the negligence or willful act or default of the Owners, their servants, agents, sub-contractors or other persons for whom the Owners 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 so responsible the cost of repair. Provided that 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 the Owners.
10. (a) Insofar as the Quotation includes for the cost to the Owners of employing labour it is based upon the rates of wages and other emoluments payable by the Owners to work people engaged upon the 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 It 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.

- (b) Where the Quotation provides for the price to be subject to fluctuations then:
- (1) any increases or decreases in the Owners' 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 the Owners in respect of work people engaged upon or in connection with the work shall be a net addition to or deduction from the price quoted.
- (2) 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 //here appropriate a fair addition to or reduction of the price or prices payable by the Hirers shall be paid to or allowed by the Owners.
- (c) 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-end requested by the Hirers shall constitute a net addition to the price quoted.
11. (a) The Hirers shall be responsible for obtaining and thereafter during the currency of the work 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 produce particulars of all such consents, licences or permits to the Owners before commencement of the work.
- (b) The Hirers shall be responsible for supplying, fixing and maintaining any warning lamps and warning notices that may be required under the provisions of any Statute, By-law or Regulation or otherwise during the period of hire.
- (c) Without prejudice to the rights of the Owners under any other Condition herein contained, the Hirers shall indemnify the Owners in respect of any loss, claim or expense incurred by Owners due to any failure on the part of the Hirers to fulfil their obligations under sub-paragraphs (a) and (b) of this Condition.
- (d) If compliance with the terms of any consent, licence or permit referred to in subparagraph (a) of this Condition involved the Owners 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.
12. (a) If progress on or the completion of the work is delayed for any reason outside the control of the Owners a fair and reasonable extension of time for executing and completing the work shall be granted to the Owners.
- (b) It shall be a condition precedent to the consideration of any claim by the Hirers against the Owners in respect of delay, and to the liability of the Owners for such delay, that written details of the alleged delay be sent to the Owners within seven days of the occurrence thereof.
13. (a) If the Hirers fail to pay any sum due under this contract in accordance with the terms of the Quotation and of these Conditions the Owners may, but without prejudice to any rights or other remedies, forthwith determine the contract and remove all their equipment from the site, in the event of default in payment by the Hirers the latter shall, so far as they lawfully can, assist the Owners to resume possession of all their equipment.
- (b) If the Hirers shall become bankrupt, commit an act of bankruptcy, 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 provisional liquidator, or any execution whether legal or equitable to be levied on their property or obtained against them then the Owners 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 the Owners' 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 the Owners 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.
- (c) Where the Scaffold structure is hired for use by the Hirers on or in connection with a contract for the construction, reconstruction, repair or maintenance of any works of buildings and the occurrence of any such event as aforesaid results in the termination 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, the Owners may (and of the proviso to paragraph (b) 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 termination 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 during which the same was to be hired to the Hirers upon the same terms and in all respects as are contained in this Contract, and the Employers shall in such cases be entitled to permit the use of the scaffold structure by any other Contractor employed by him for the purpose of completing the works in question.
14. The Hirers will provide all welfare facilities required by the Construction (Health and Welfare) Regulations 1966 for their own and the Owners' employees without charge to the Owners. The Hirers will furnish to the Owners the relevant Certificate in regard thereto from the approved Register F2202.
15. Any order or instructions required to be given to the Owners by the Hirers or their duly authorised agents shall be given in writing or if given orally shall be confirmed in writing by the Hirers within 7 days. The Owners shall not be liable for the consequences of any inaccuracies or misunderstandings which might result from any order or instruction not having been given in writing, or so confirmed.
16. This Quotation is open for acceptance by an Order placed within three months from the date hereof and is subject to the Owners receiving reasonable notice to commence work at any time within three months of the date of such 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 starting date shall be agreed between the parties. If the parties are unable to agree an alternative starting date the Contract shall be terminated upon such terms and conditions as may be agreed between the parties.
17. The period of contract quoted is directed by the buyer. No credit will be allowed for under run of contract duration.
18. Our payment terms are strictly 28 days from date of invoice and we reserve the right to charge interest at 4% over prevailing base rate on any amounts outstanding beyond our terms.
19. We will provide you with details of our financiers on request, including a contact telephone number if you want to have details of the credit reference agencies and other third parties referred to above from whom they obtain and to whom they may give information about you. You also have a right to receive a copy of certain information they hold about you if you apply to them in writing. However a fee will be payable.