



### **1. Definitions**

1.1 In these Conditions the following words have the following meanings: the Hirer: the person(s), firm, Company or public body who hires the Plant from the Company ; the Company: Any member of Rutland Scaffolding Ltd.; the Contract: a Contract for hire of the Plant for the Period of Hire specified in this quotation and incorporating the terms and conditions contained herein; the Nominated Sub-Contractor: a Company to whom the contract of supplying the labour for the execution of the works will be placed. Delivery Point: any place agreed between the Company and Hirer where delivery of the Plant is to take place under condition 3; the Plant: scaffolding materials to be supplied to the Delivery Point and erected by the Company; the Period of Hire: the period of hire, which commences at point of handover by the Company and terminates at the date upon which the Hirer has completed his duties.

1.2 In these Conditions references to any rule, regulation or regulatory provision, statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that rule, regulation or regulatory provision, statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.3 In these Conditions headings will not affect the construction of these Conditions.

### **2. Application of terms**

2.1 Subject to condition 2.3 the Contract will be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Hirer purports to apply from time to time under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed upon, delivered with or contained in the Hirer's offer, confirmation of order, specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract

2.3 Any variation to these Conditions shall have no effect unless expressly agreed in writing and signed by authorised signatory of the Company.

2.4 An order made by the Hirer to the Company shall be deemed to be an offer by the Hirer to hire the Plant subject to these conditions.

2.5 No offer placed by the Hirer shall be deemed to be accepted by the Company until the Company issues a written acknowledgement of acceptance of the offer to the Hirer and this quotation is given on this basis.

2.6 The Contract price quoted in this quotation (the "Contract Price") is valid for a period of 90 days only from the date of this quotation, provided that the Company has not previously withdrawn it.

### **3. Delivery, erection and dismantling**

3.1 The Company and its nominated sub-contractor shall be responsible for delivering the Plant at the Delivery Point, erecting scaffold structure(s) ("structure(s)"), dismantling and removal.

3.2 The Company and its nominated sub-contractor shall exercise all due care and attention to ensure that the Plant is suitable, sufficient and adequate for the purpose of the Contract and that when the Plant is fully erected; the structure(s) shall comply with existing legislation and codes of practice affecting scaffolding and associated construction regulations from time to time.

3.3 The Hirer shall be responsible for obtaining all necessary permissions, permits or licences in respect of all structure(s) erected, altered and dismantled on (without limitation), pavements, footpaths, roads, highways, verges or similar and for the fixing, dismantling and subsequent maintenance of all.

3.4 The Hirer shall ensure that the site is cleared sufficiently before commencement of any erection of any structure(s) under the Contract, and that the foundations upon which the structure(s) are erected and all anchorage points are suitable to carry all imposed loads of the structure(s) without subsidence. Or other damage and that the Hirer shall be liable to the Company for any loss, costs or damage the Company may suffer or incur by the reason of the Hirer's failure to provide suitable and sufficient foundations and other adequate support measures when necessary.

3.5 It shall be the responsibility of the Hirer to notify the Company when the scaffolding structure(s), track ways or other materials forming any scaffold structure(s) are ready to be dismantled.

3.6 All Plant in this quotation or otherwise used in connection with the Contract shall always remain the property of the Company. In the event of any default, however arising, in payment by the Hirer, the Hirer shall, so far as they lawfully can, and at their own cost, assist the Company to resume possession of the Plant.

3.7 The Hirer grants the Company or its nominated sub-contractor, its agents and employees an irrevocable licence at any reasonable time to enter any premises where the Plant is or may be stored in order to inspect, or, where the Contract has been terminated, to recover the Plant.

4. Hirer's responsibility for loss and damage The Plant shall be used for no purpose other than that as stated in this quotation. (Any unauthorised Use of the Plant including the removal of the Plant by the Hirer from the site to which it was delivered shall be the subject of such extra charges as the Company shall reasonably determine, without prejudice to any other rights of the Company.)

4.1 The Hirer shall use the structure(s) at their own risk in all respects and shall indemnify the Company against all claims, damages and costs, however arising, out of the use of the structure(s), except that where such claims, damages and costs are due to the negligence of the Company, the Company shall be responsible for and indemnify the Hirer against such claims, damages and costs, provided always that the Hirer notifies the Company in writing within 14 days specifying the alleged claim, damages or costs.

4.2 The Hirer shall be responsible for and indemnify the Company, its nominated sub-contractor (and/or any other person(s) involved) against damages arising due to the Hirer, his employees or user of the structure interfering with the original position of the structure(s) or Plant fixed by the Company or its nominated sub-contractor.

4.3 The Hirer shall be responsible to the Company for any loss or damage to the Plant however caused, fair wear and tear accepted. The Hirer shall be responsible for and insure the Plant against all loss or damage by fire, civil action, theft or misappropriation howsoever caused and to promptly produce certified copy of schedules of such insurance cover the Company so requests.

4.4 The Company or its nominated sub-contractor shall not be responsible for the roof materials (including framework, slates, tiles, guttering, downpipes or associated materials or fixing), features associated with roofs, lighting, aerials, chimneys, walkways or other structure incorporated with roofs or other damage however caused during erection, dismantling or any alteration.

## **5. Price**

5.1 The Contract Price shall be for a minimum fixed period as specified in this quotation. There will be no allowance due to the Hirer for Contracts completed within their Contracted period.

5.2 Any extension to the fixed period referred to in clause 5.1 above or any alterations to the structure(s) shall be carried out at the rates as specified in this quotation or applied by the Company from time to time. The prices quoted in 5.1 and 5.2 above shall be exclusive of any value added tax but include all costs or charges in relation to loading, unloading, carriage and insurance but exclusive of any drawings or calculations requested by the Hirer which shall be quoted separately.

5.3 Any variation works executed at the request of the Hirer by the Company will if not priced individually in advance of the works and subject to a contractual agreement, be charged in line with the Company standard schedule of rates. Should a copy of this not be supplied with this quotation the Hirer should request a copy from the Company.

## **6. Payment**

6.1 Unless otherwise agreed in writing, all invoices become due immediately upon receipt.

6.2 Time for payment shall be of the essence.

6.3 No payment shall be deemed to have been received until the Company has received cleared funds.

6.4 Notwithstanding any other provision of the Contract all payments payable to the Company under the Contract shall become due immediately upon termination of the Contract.

6.5 The Hirer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Hirer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Hirer.

6.6 If the Hirer fails to pay the Company any sum due pursuant to the Contract Hirer will be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

6.7 If the Hirer defaults in payment of any sum due to the Company under the Contract or fails to observe and perform the terms and conditions of the Contract or if the Hirer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any enactment for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Hirer or for the granting of an administration order in respect of the Hirer or any proceedings are commenced relating to the insolvency or possible insolvency of the Hirer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Hirer ceases to trade, the Contract shall be terminated by the

Company upon 7 days' notice to the Hirer (unless the Company, acting reasonably, considers that the default is not capable of remedy in which case, no notice of termination shall be given) and notwithstanding the Company may have previously waived a default of the same or a like nature and the termination of the Contract under this clause 6.8 shall not affect the right of the Company to recover from the Hirer any monies due to the Company under the Contract or damages or breach thereof.

6.8 Should the Hirer default in payment the Company reserves the right to withhold resources upon 7 days' notice to the Hirer until the situation is resolved. 6.9 Should the Hirer default in payment the Company, all debts due to the Company from the hirer will become due in full.

## **7. Limitation of Liability**

7.1. The following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and Sub-Contractors) to the Hirer in respect of:

7.1.1 Any breach of these conditions; and any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

7.1.2 Unless otherwise prohibited by any enactment.

7.1.3 The Company's or its nominated sub-contractor's total liability in Contract, tort (including negligence or breach of statutory duty) misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the Contract Price; and the Company shall not be liable to the Hirer for any indirect or consequential loss or damage however so caused including contract delays. (Whether for loss or profit, loss of business, depletion of goodwill or otherwise), due to or arising through any cause beyond its control which arise out of or in connection with the Contract.

7.2 The Company or its nominated sub-contractor shall at all times maintain adequate public liability insurance cover.

7.3 The Hirer warrants to the Company that it will at all times maintain adequate public liability insurance cover and to promptly produce certified copy schedules of such insurance cover when the Company so requests.

## **8. Assignment**

8.1 The Hirer shall not be entitled to assign the Contract or any part of it without prior written consent of The Company. 8.2 The Company may assign the Contract or any part of it to any person, firm or Company.

## **9. Force Majeure**

9.1 Subject to clause 9.2 below, if completion of the Contract is delayed beyond the reasonable control of the Company including, without limitation, by reason of acts of God, governmental actions, loss or damage by fire, civil commotion, disobedience, civil action (however arising) lockouts. Strikes or other labour disputes or restraints or delays on the part of other Contractors or other persons, however employed, or inability or delay in securing such employees or materials as necessary to the proper carrying out of the Contract, then upon the happening of any such event described, the Company shall notify the Hirer in writing and a fair and reasonable extension of time for the completion of the Contract as they affect scaffolding shall be agreed between the parties.

9.2 If the event in question in clause 9.1 above continues for a continuous period of 28 days, the Hirer may give 14 days' notice in writing to the Company to terminate the Contract and until such termination, all rights and obligations under the Contract, including but without limitation payment obligations, shall continue.

## **10. General**

10.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

10.2 If any position of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed several and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

10.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

10.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Hirer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

10.5 Any dispute arising out of or in connection with the Contract, including any question regarding its existence, validity or termination or the legal relationships created by the Contract shall, pursuant to the Arbitration Act 1950 as amended, be referred to and finally resolved by arbitration under the Rules of the London Court of Arbitration.

10.6 Either party to this Agreement, so far as it relates to "construction operations" within the meaning of section 105 of the Housing Grants, Construction and Regeneration Act 1996 (rev 2016) , has the right to refer a dispute arising under it for adjudication under the Scheme for Construction Contracts.

10.7 English law shall govern the Contract.

## **11. Communications**

11.1 All communications between parties about this Contract must be in writing and delivered by hand or sent by pre-paid first class post or sent by email transmission. In case of communications to the Company to its or such address as shall be notified to the Hirer by the Company; or (in the case of the communications to the Hirer to the principal place of business of the addressee (if it is a Company) or (in any other case) to any address of the Hirer set out in any document which forms part of this Contract or such other address as shall be notified to the Company by the Hirer. 11.2 Communications shall be deemed to have been received:

11.2.1 if sent by pre-paid first class post, 2 days excluding Saturdays, Sundays and bank and public holidays after posting exclusive of the day of posting;

11.2.2 if delivered by hand, on the day of delivery; 11.2.3 if sent by email or facsimile transmission on a working day prior to 4.00pm, at the time of transmission and otherwise on the next working day.

## **12. Scaffold inspections**

**12.1** It is the responsibility of the hirer or the end user to carry out the mandatory 7 day inspection regime in accordance with the Work at Height Regulations 2005. No claims for loss or injury will be considered if these inspections and subsequent modifications (if needed) are not carried out by the end users. Rutland Scaffolding can carry out these inspections on your behalf at an agreed rate, the rate must be agreed in writing before the scaffolding or track systems are "handed over"