

Infiniti Scaffolding Ltd – Terms and Conditions

All prices quoted are in Pounds Sterling (£) and subject to Value Added Tax at the current rate.

1. Definitions and Interpretations: In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“**The Company**” means Infiniti Scaffolding Limited.

“**The Hirer**” means the party who is hiring the scaffolding subject to these Terms and Conditions.

“**Hirer Location**” means the location agreed in the quotation for the delivery and subsequent assembly of any scaffolding or equipment

“**The Equipment**” means the scaffolding and temporary framework including tubes, planks and any components or related accessories to be hired to the Hirer by the Company pursuant to these terms and conditions.

“**Hired Personnel**” means any of the Company’s employees, agents or subcontractors that are provided to the Hirer for the purposes of setting up, assembling, disassembling, or removing the Equipment.

“**Hire Agreement**” means the agreement entered into by the Hirer and the Company incorporating these Terms and Conditions which shall govern the Hire of the Equipment; and

“**Hire Prices**” means the sum payable by the Hirer for the Hire as determined under Clause 20 of these Terms and Conditions.

“**Hand over Certificate**” means the document titled Hand Over Certificate which is issued by the Owner to the Hirer, on site and signed by authorised representatives of both parties at the time of handover of the complete scaffold, confirming that the equipment has been supplied and erected in accordance with the scaffold quotation and complies with relevant Health and Safety Regulations.

These terms and conditions shall be exhaustive of the rights, obligations, and liabilities of each party, whether such rights obligations and liabilities arise in respect of or in consequence of a breach of contract or statutory duty or a tortious or negligent act or omission which gives rise to a remedy at common law.

2.Errors or Discrepancies: Our quotation is based on the information provided to us at the time of preparing such quotation. Should any errors or discrepancies become evident which affects our order value we reserve the right to make any adjustments thereto.

3.Validity: Unless previously withdrawn the quotation is open for acceptance within the period stated therein or, when no period is stated, within 60 days only after its date.

4.Notice Period: We require a minimum of 14 days formal notice to deliver the materials to site and commence works subsequent to the giving of such notice the site is not ready for our works to commence, we shall require a further written notice from the Hirer.

5. Lead in periods: These are as stated within our offer. These can only commence as detailed below.

6.Delivery to Site and Assembly: Delivery to site and installation cannot commence until, where applicable, any agreed deposit payments have been received as set out in the quotation and the Hirer has confirmed in writing that the site is ready to receive the equipment and installation can commence.

7.Delivery of Equipment: Unless stated to the contrary the quotation includes delivery to site. Certain items of equipment may require delivery with or without associated hired personnel as appropriate. The Hirer is responsible for ensuring we have

unobstructed access for both delivery and assembly. The Hirer or its authorised representative must be available at the Hirer location at the time of delivery in order to sign for the equipment.

8.Assembly: Unless specifically stated to the contrary in writing, the assembly will be carried out during ordinary working hours. Any extra cost incurred, owing to suspension of work, by the Hirer's instructions, lack of instructions, interruptions, delays, overtime, unusual working hours, and additional work or variations or work for which we are not responsible or mistakes or any other causes outside our control, shall be added to the contract price. Any such charges shall be based upon our normal rates.

The quotation price is based on the payment of nationally agreed rates for outworking allowances and lodging. If suitable lodgings are not available at these rates due to circumstances beyond our control the difference in cost including any extra fares incurred shall be added to the contract price.

9.Programme: All such times for delivery, assembly and disassembly are to be treated as estimates only and shall not be of the essence of the contract and unless otherwise agreed in writing we shall have no obligation to complete the works by a specified date.

10.Hire Term: The agreed scaffolding Hire term will be set out in the quotation. If the Hirer wishes to extend the Hire term, they may do so at any time prior to the end of the Hire term. The Hirer must contact us to arrange such an extension. Extensions are subject always to the existence of prior reservations made by other Hirers. We shall use its best and reasonable endeavours to satisfy requests for extensions but cannot guarantee the availability of the equipment to the Hirer beyond the end of the pre-existing Hire term.

11.Assembly, Disassemble and Removal from Site: The equipment must only be assembled, disassembled, and removed by us or our authorised representatives at a date and time to be agreed between the parties hereto once the Hirer has confirmed in writing that the site is ready for us to attend site to assemble, disassemble and remove the equipment. The hirer shall ensure that the ground and/or base for the equipment are adequate to support the loads which the equipment is designed to support and adequate facilities for tying of the equipment are made available and are maintained and that no ties or braces shall be removed from the equipment without our consent. Once the scaffold is assembled, we shall issue a Hand over Certificate which is to be signed by both parties confirming that we are both satisfied that the equipment has been assembled in accordance with the scaffold quotation and complies with all relevant legislation and codes of practice. We require a minimum of 7 days' notice for the commencement of dismantling of scaffolding once this has been off hired.

12.The Company's obligations: We undertake to perform the services with reasonable care and skill and in accordance with the prevailing standards of the NASC to ensure that the scaffolding is soundly and adequately constructed and in conformity with the requirements of the Construction (General Provisions) Regulations 1961 and The Construction (Working Places) Regulations 1996.

13.Inspection: The hirer shall at all reasonable times allow the Owner, its agents, and its insurers to have access to the equipment to inspect, test, adjust, repair, or replace the same.

14.Delay and Abortive Visits: Our price is based on being able to complete our works in one continuous visit. If we are prevented from continuous working through to completion, we reserve the right to recover any costs incurred by way of delay or abortive visits.

15.Storage, Protection, and Insurance: We reserve the right to charge costs associated with any delay through no fault of ourselves, such as for storage of materials or non-productive visits to site. Should your site program be in delay, you must contact us as soon as possible to minimize any impact on program and cost. If we are delayed and the scaffolding is placed into storage on site, the responsibility for protection and insurance of the equipment passes to the Hirer.

16.Use and Care of the Equipment: The Hirer may only use the scaffolding for the normal purposes for which it is intended. All equipment must be used in accordance with any and all operation and safety instructions or similar documentation provided. The Hirer may not make any alterations or adjustments to the scaffolding equipment.

17.Variations: Any variation must be evidenced by a written instruction before we proceed with the works.

18.Daywork: We will require an instruction in writing, authorising the carrying out of any day work, The receipt of this instruction shall not only authorise the carrying out of the works but shall also guarantee our payment.

19.Price Variations: Any price variation shall become due for payment to us in accordance with the terms for payment herein. All prices will be subject to further variation in respect of any additional costs arising by virtue of any statute, regulations or orders issued by any Government Department or other duly constituted authority.

20.Fees and Payment: The fees will be determined by reference to the length of the Hire term, the type and quantity of equipment and any additional items which may be included, as set out in the quotation. All costs incurred because of any breach of these terms and conditions shall be added to the hirers invoice and will be due in accordance with the terms of the invoice. These costs shall include but will not be limited to debt recovery costs, solicitor's fees and court costs

Payment of the fees shall be made in part or in full, as set out in the quotation, at the commencement of the installation. Payment may be made either by Bacs transfer or cheque. Where payments are to be made in part, this will take the form of regular monthly payments as agreed in the quotation. We will invoice the Hirer on a monthly basis. All payments shall be made within 30 days of the date of the relevant invoice.

Any additional hired personnel required shall attract personnel fees which shall be calculated on an hourly bases at the rate(s) set out in the quotation.

If payment is not made in accordance with these terms, we shall be entitled to suspend work immediately and for any period that the interim payments are in arrears there shall be added a corresponding term to the contract period.

Interest shall be paid on all overdue accounts from the date payment was due (as set out above) until actually made at four percent above the Bank of England Bank Base Rate during the period in which interest is payable.

We are unable to accept any of our monies being 'set-off,' or withheld as retentions, unless otherwise agreed by us in writing.

All costs incurred because of any breach of these terms and conditions shall be added the hirers invoice and will be due in accordance with the terms of the invoice. These costs shall include but will not be limited to debt recovery costs, solicitor's fees and court costs

21.Cancellation: Should the Hirer cancel the order with us we reserve the right to levy reasonable cancellation charges, including but not limited to, any administration costs, procurement costs and loss of profit, against the Hirer and these shall fall due for payment immediately.

The Hirer shall use and ensure the use of the equipment in a good and workmanlike manner and return the equipment in equal good order, fair wear and tear expected.

22.Risk: The Hirer shall take all reasonable steps to keep itself acquainted with the state and condition of the equipment. If the equipment is continually used in an unsafe and unsatisfactory state or environment, the Hirer shall be solely responsible for any damage, loss or accidents whether directly or indirectly arising therefrom.

Any damage or loss of any part of the equipment must be notified to us immediately.

If the equipment is involved in any accident resulting in injury to persons or damage to property, immediate notice must be given to us by telephone and confirmed in writing. In relation to any claim in respect of which the Hirer is not bound fully to indemnify us, no admission, offer, promise of payment or Indemnity shall be made by the Hirer without our written consent.

23.Government Regulations: The hirer will be responsible during the entire period of hire for compliance with all relevant regulations issued by the Government or Local Authorities, including without limitation regulations under the Factories Acts, Health, and Safety at Work Act etc.

24.General Liability: Due to circumstances outside of our control we shall not be liable for any delay or for any consequence of any delay in the delivery of any of the equipment or the completion of the work if such delay shall be due to fire, strike, lockout, dispute with workmen, flood, accident, delay in transport, shortage of fuel, default of any Sub-Contractor, inability to obtain material and/or labour, embargo, act or demand or requirement of any government or any government department or local authority, or as a consequence of war or of hostilities (whether war be declared or not), delay in the provision of a permanent electrical supply to enable continuous working, or any other cause whatsoever beyond our reasonable control.

If any such delay occurs, then (unless the cause thereof shall frustrate or render impossible or illegal the performance of this contract or shall otherwise discharge the same) our period for performing our obligations shall be extended by such period (not limited to the length of the delay) as we may reasonably require to complete the performance of our obligations.

We shall not be liable whether by way of indemnity, breach of contract or statutory duty or in tort (including negligence) for any loss of profit, loss of use, loss of contract or contracts, or for any financial or economic loss or for any indirect or consequential loss or damage whatsoever.

We shall not be liable for and the Hirer shall indemnify and hold us harmless against any claim for loss or damage to any property directly or indirectly occasioned by or arising from the use or operation (other than by us) or possession of any of the equipment and from negligence (including the use of any part of the equipment otherwise than in accordance with our operating instructions and manuals) or default (including any non-compliance with any obligation of this agreement, any delay any wrong information and any lack of required information) or misuse by or on the part of the Hirer or any persons other than ourselves.

The Hirer shall not use or permit to be used the whole or any part of the equipment the subject of this contract before it has been completed, tested and handed over by us and in the event of any such unauthorised use, modifications, alterations, interference, damage, vandalism or misuse, we shall not be liable for any loss or damage arising there from.

This indemnity shall extend to any costs and expenses incurred by us and shall continue in force notwithstanding the termination of this agreement.

Where we have specifically contracted in writing to deliver or complete the work within a specified time or by a specified date and we are in delay for reasons other than provided for under these conditions, then, to the extent that we are liable to pay damages to the Hirer, the payment of damages will be equal to 1% of our net contract value (excluding any provisional sum) for each week of delay subject to a maximum liability of 5% of our net contract value (excluding any provisional sum) in full satisfaction of any liability for delay whatsoever, and,

Where we are a Sub-Contractor and the Hirer a main contractor, damages pursuant to the above clause will only become payable to the Hirer when the Hirer is liable to pay damages under the main contract as a direct result of our delay and shall be in full satisfaction of any liability for delay whatsoever in the performance of our works.

25.Insurance: We include for Public and Employers' Liability Insurance. Copies of our Certificates of Insurance are available upon request. We do provide Professional Indemnity Insurance. The Hirer shall be responsible for and insure against all loss or damage to the equipment due to any circumstances whatsoever.

26.Literature and Representations: Our marketing literature is presented in good faith as a guide to represent the product offered and does not form a part of our contract.

Our employees, agents and subcontractors are not authorised to make any representation concerning the equipment unless confirmed by us in writing. In entering into the contract, the Hirer acknowledges that it does not rely on and waives any claim for breach of any such representations, which are not confirmed.

27.Scope of Works: Our approved design and specification constitute our entire scope of works.

28.No employment: Nothing in this Contract shall render or be deemed to render us an employee or agent of the Hirer or the Hirer an employee or agent of ours.

29.Determination: We shall be entitled to determine its employment under the Contract in circumstances where:

1. the Hirer is in material or continuing breach of any obligations under the Contract and fails to remedy such breach within 10 days of the receipt of our written notification of such breach.
2. there is persistent and willful neglect by the Hirer
3. the Hirer becomes incapable of performing its obligations under this Contract

The Hirer's payment obligations under this Contract shall survive termination of this Contract where the termination is brought about by the actions of the Hirer

The termination of this Contract, howsoever arising, shall not affect the rights and liabilities of the parties already accrued at such time nor affect the continuance in force of such provisions as are expressed as capable of having effect after such termination.

30.Prevention or Frustration: If the Contract becomes impossible to perform or is otherwise frustrated the Hirer shall be liable to pay to us all costs, expenses, overheads, and any loss of profit which we, our suppliers or Sub-Contractors incur as a result of such frustration or impossibility of performance. Any pre-payments which may have been made to us under this contract shall be applied towards satisfaction of such sum as may become due to him under the foregoing provisions.

31.Licence and Copyright: We shall, when requested, provide necessary documents, except those of a commercially sensitive nature, as we are required to provide under this Contract. Copyright in all such documents shall remain vested in us, but as far as we are empowered to do so shall grant a royalty-free non-exclusive licence to the Hirer to use and reproduce the said documents for their own or their agent's use solely in connection with the works. It shall be a condition precedent to the granting of such a licence that all sums properly due to us under this Contract have been paid in full. We shall have no liability for improper use of the documents other than that for which they are prepared, and the Hirer shall indemnify us from and against any loss arising from the improper use of the subject matter of this cause.

32.Patents: The Hirer warrants that any design or instruction furnished or given by him shall not be such as will cause us to infringe any letter patent, registered design, or trademark in the execution of his order.

33.Assignment: The Hirer shall not be entitled to assign the benefits under this Contract without our prior written consent, which shall not be unreasonably withheld.

34.Waiver: Failure of any party to insist upon strict performance of any provisions of this Contract or the failure of any party to exercise any right or remedy to which it is entitled hereunder shall not constitute a waiver thereof and shall not cause a

diminution of the obligations under this Contract. No waiver of any of the provisions of this Contract shall be effective unless it is expressly stated to be such and signed by all the parties to this Contract.

35. Confidentiality: In the course of the works, it may be necessary for the parties to have access to information that is confidential to the other ("Confidential Information"). Confidential Information shall not include:

1. which is, at the time of disclosure, in the public knowledge, or which after disclosure, becomes part of the public knowledge, except by breach of this Contract.
2. which was in the receiving party's possession (as reflected in written records) at the time of disclosure by the disclosing party; and which was not acquired, directly or indirectly, from the disclosing party.
3. which the receiving party can demonstrate; by written documents, resulted from its own research and development, independent of disclosure from the disclosing party.
4. which the party receiving the information already possesses or which it obtains or originates independently in circumstances in which that party is free to disclose it; or which either party is obliged to disclose to comply with any requirement of the law.

The parties agree both during this Contract and for a period of one year after termination of this Contract, to hold each other's Confidential Information in confidence. The parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any other purpose related to this Contract.

Each party agrees to use its reasonable endeavors to ensure that Confidential Information is not disclosed or distributed by its employees or agents in breach of the provisions of this Contract.

The Hirer agrees that any information received pursuant to this Contract shall be deemed subject to the non-disclosure obligations set forth herein.

36. Data Protection: Each party agree to comply with all applicable data protection legislation, including but not limited to the Data Protection Act 1998 and any subsequent amendments thereto

37. Insolvency of the Hirer: This clause applies if:

The Hirer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

an encumbrancer takes possession, or a receiver is appointed of any of the property or assets of the Hirer; or

the Hirer ceases or threatens to cease to carry on business; or we apprehend that any of the events mentioned above is about to occur in relation to the Hirer and we notify the Hirer accordingly

If this clause applies, then without prejudice to any other right or remedy available to us we shall be entitled to cancel the contract.

38. Force Majeure: Except for the Hirers obligations to pay us, neither party shall be liable for any delay or failure to perform its obligations if such failure or delay is due to causes beyond its reasonable control (including any delay caused by an act or default of the other party).

39. Unenforceable or illegal terms: If any provision of these terms and conditions is held to be unenforceable or illegal, in whole or in part, such provision or part thereof shall to that extent be deemed not to form part of these terms and conditions and the remainder shall not be affected.

40. Consumer Rights Clause: Nothing in these Terms and Conditions shall affect your statutory rights as a consumer.

41.Disputes: Any dispute between the parties to this contract shall be referred to the exclusive jurisdiction of the English Courts.

42.Law Applicable: This contract shall in all respects be subject to and construed in accordance with English law.

This Contract does not confer or purport to confer any benefit on any third party. In particular, rights that would otherwise arise in favour of third parties under the Contracts (Rights of Third Parties) Act 1999 are hereby excluded.