



PRIDE SCAFFOLDING LTD.

STANDARD TERMS & CONDITIONS OF CONTRACT FOR HIRE ERECTION AND DISMANTLING OF SCAFFOLD

The following Terms & Conditions shall apply to all orders placed with us, and any stipulations or conditions in a Customer's order which conflict with, qualify or seek to negate any of these Terms & Conditions shall be inapplicable to any order placed with us and have no force or effect unless otherwise specifically agreed by a director of the Contractor in writing when acknowledging the order in question

1. Definitions

- (a) "Contractor" means Pride Scaffolding Limited.
- (b) "Customer" means the Contractor's customer for the Works.
- (c) "Works" means the erection, alteration, and dismantling of the scaffold structure by the Contractor as described in the quotation or any revised quotation. "Quotation" means the quotation issued by the Contractor.
- (d) "Contract Price" means the price agreed between the Contractor and the Customer for The Works
- (e) "The Scaffold Structure"- the scaffolding and/or other structure to be erected and any equipment provided for use in Pride is there with in accordance with the terms of the quotation or as the same may from time to time be varied in accordance with these conditions.
- (f) "Regulations" shall mean any applicable European Community, governmental, local and other competent authorities' laws, regulations and directives from time to time in force.

2. The Works

- (a) The Contractor will carry out and complete the Works in accordance with the Quotation in a good and workmanlike manner. The Customer will provide unrestricted access to the site during normal working hours and wherever practicable, overnight and at weekends.
- (b) The Customer will be responsible for obtaining (if applicable) at its own cost and in a timely fashion so as not to delay or interrupt the regular progress of the Works any consent, permission or approval required.
- (c) Unless expressly agreed in writing the Contractor will not carry out any form of design for these Works. Insofar as the Contractor will use best endeavours to comply with current legislation, Building Regulations and best practice, no warranty or other liability on the part of the Contractor shall be created or implied in regard to the suitability or fitness for purpose of components or systems recommended or any calculations undertaken.
- (d) The customer 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 customers or other subcontractors under any applicable Regulations.
- (e) Receipts for all equipment delivered to and from the site shall be issued and agreed between representatives of the Contractor and the Customer. In the absence of the customer's representative the Contractor's records shall be forwarded to the customer and

be deemed to be a true record of deliveries and returns. On delivery and collection, the Contractor shall ensure that the Customer is given a reasonable opportunity to check equipment.

- (f) 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 weekend work requested by the Contractor shall constitute a net addition to the price quoted.
- (g) At quotation stage, full access must be given at the site in order for the Contractor to give an accurate quote to the Customer. Should access be limited, the Customer may be liable for additional costs.

3. Variations and Extras

- (a) The prices quoted are based upon dimensions, quantities, drawings and specifications given at time of tender. The Contractor reserves the right to require re-calculation and apply supplemental charges if any of these parameters change or to increase the contract price to reflect increases in the cost of materials or labour between the date of the Quotation or the end of the fixed price period specified in the Quotation and the date of completion.
- (b) If additional work is requested by the Customer a further quotation will be submitted, and the additional work will not be started until the Customer has placed an order and the Contractor has accepted it. The Contractor shall not be liable if late acceptance delays the original Works.

4. Payment

- (a) The following terms will apply unless notified otherwise in writing by a director of the Contractor.
- (b) The Contractor may invoice for interim payments each month, as the Works proceed. The sums on each interim invoice become due upon the date of issue and shall be paid within a maximum of 14 days thereafter (Final date for Payment). The full price (less any interim payments and any agreed retention) + VAT will be invoiced on completion of the Works and will be payable within 14 days of the date of the invoice (Final date for Payment).
- (c) The Customer will not be entitled to withhold payment in whole or in part of any sum due unless he issues a written notice of intention to withhold payment not less than 5 days before the final date for payment specifying the amount proposed to be withheld and the ground for the withholding or if there is more than one ground each ground and the amount attributable to it. In any event no set-off or abatement will be permitted by reference to any sum due under one or more other contracts.
- (d) The Customer will not be entitled to make any retention, unless provided for in the Quotation or otherwise agreed in writing by a director of the Contractor. Any retention must be released in full together with VAT as appropriate no later than 6 months after the Contractor has completed the Works and left the site or, if earlier, 28 days after the architect's certificate (Final date for Payment).
- (e) If any payment is not made by the Customer by the expiry of its respective Final date



for Payment the Contractor will be entitled to statutory compensation and to charge interest, pursuant to the Late Payment of Commercial Debts Act. The applicable rate is 8% per annum above Bank of England base rate from time to time. In addition, the Contractor will after the expiry of seven days from the giving of written notice to this effect to the Customer, be entitled to cease or suspend the Works and any works under any other contract with the Customer until such outstanding sum is paid

- (f) The Contractor reserves the right to refuse to execute any order or contract if the arrangements for payment of the Customer's credit are not satisfactory. In the case of non- payment of any account by its Final date for Payment or in the case of death, incapacity, bankruptcy or insolvency of the Customer or when the Customer is a Limited Company in the case of liquidation or the appointment of a receiver the purchase price of all goods delivered to date and/or any sums already due from the Customer shall become due and payable immediately from the Customer and in addition the Contractor has the right to cancel every contract made with the Customer or to cancel, suspend or discontinue delivery of goods and materials for same. This provision acts without prejudice to the Contractor's right to recover any loss sustained, caused by the above circumstances.
- (g) Pride Scaffolding Ltd reserves the right to amend hire charges without prior notification.

5. Insurance

- (a) Both the Contractor and the Customer will arrange and keep in force insurance sufficient to cover their respective risks and liabilities in respect of all damage and injuries to property and persons on site from the commencement of the Works. Without limiting the above, although the Contractor will take reasonable care to prevent damage by rain, wind, etc., the Contractor will not be liable for any loss or damage caused by any such risk.
- (b) Notwithstanding the provisions of condition 5(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 Contractor shall not be liable for any damage caused to such roofs or surfaces where such damage is in the opinion of the Contractor inevitable if the work is to be carried out in accordance with the specification, provided nevertheless that the Contractor shall use their best endeavours to minimise the extent of any such damage. Subject as aforesaid the Contractor 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 or willful act or default on the part of the Contractor, their servants or subcontractors or other persons for whom the Contractors are responsible, provided always that in any such case the Contractor 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.
- (c) The Customer shall be responsible for and shall make good to the owners any proven loss of or damage to the Contractor's equipment whilst on the site unless such loss or damage be caused by the negligence or willful act or default of the Contractor, servants, agents, or subcontractors or other persons for whom the Contractor is responsible. The Customer shall pay full replacement cost in respect of any equipment not returned for which they are responsible



6. Time for Completion

- (a) The Contractor will use reasonable endeavours to ensure that the Works are completed within the time (if any) stated in the Quotation, otherwise within a reasonable time.
- (b) If progress on or the completion of the work is delayed for any reason outside the control of the owners including without prejudice to the generality of the foregoing the inability to secure such labour and materials as may be essential to the proper carrying out of the work, an extension of time, and associated costs, fair and reasonable in the opinion of the Contractor for executing and completing the work shall be granted to the Contractor.

7. Defects

- (a) The Contractor shall use reasonable endeavours to ensure that the Scaffold Structure is soundly and adequately constructed for the purpose requested by the Customer and that when constructed it will comply with any applicable Regulations.
- (b) In the event that a defect arises out of the use or mis-use of the Scaffold Structure by the Customer, its servants, agents, sub-contractors, or other persons for whom the Customer is responsible, or as a result of any act of a third party the Contractor undertakes to remedy any such defect within a reasonable time of receipt of written notice from the Customer specifying the defect. Any costs, expenses or loss of profit incurred by the Contractor in respect of the same shall be reimbursed by the Customer in accordance with the provisions of clause 4 (payment) hereof.
- (c) The Contractor shall not be responsible for any defects in the scaffold Structure arising out of or in connection with insufficient or incorrect information given to the Contractor by or on behalf of the Customer or other third parties nor for any defect in the Scaffold Structure as a result of deficiencies of any building or structure in connection with which the Contractor has undertaken the Works.
- (d) The Contractor shall not be liable in respect of the incompatibility of the Scaffold Structure with the requirements of the building or structure for and in connection with which the Contractor has been engaged to do the Works. Any contractual terms which may be implied by law as to the quality or fitness for purpose of the whole or any part of the Scaffold Structure and/or other materials supplied by the Contractor to the Customer are hereby expressly excluded.



8. Consequential Damage

The Contractor will take reasonable care to specify and supply materials of adequate quality and to complete the Works in a good and workmanlike manner but will not be liable for any consequential loss or damage suffered by the Customer however arising. In particular, due to the nature of the Works, it is impossible for the Contractor to guarantee that the site or the Customer's property will at all times during the Works be wind and watertight and/or protected from the elements. The Contractor will at all times use his best endeavors to ensure that the works are as watertight as possible.

9. Liability

The Contractor's liability for death or personal injury to any individual caused by negligence of the Contractor or its subcontractors or agents is not limited. Without prejudice to the above, the maximum liability of the Contractor for all other events shall not exceed the contract price.

10. Disputes

- (a) Notwithstanding that the Customer may be a residential occupier as defined by the Housing Grants Construction and Regeneration Act 1996 (the Act), the Contractor and Customer agree that either party may refer a dispute to adjudication at any time, following the rules and procedures of the Scheme for Construction Contracts Part 1 (the Scheme). The Decision of the Adjudicator shall be binding on the parties until the dispute is finally resolved. Copies of the Act and the Scheme may be purchased from HMSO or may be viewed upon request at the Contractor's offices during office hours.
- (b) Without prejudice to the above, final resolution of any dispute may be achieved through agreement between the parties or failing that, by arbitration under the CIMAR rules.

11. Jurisdiction

This contract is governed by the law of England and Wales.



PRIDE SCAFFOLDING LTD. – CONDITIONS OF OFFER

INSURANCE

Pride Scaffolding Ltd has Public Liability Insurance up to £10m and Employers Liability Insurance up to £10m to cover its operations. The cover provided is subject, always, to terms, limitations and conditions of the policies. For full details please contact our head office. Additional cover can be arranged at your request if required.

MINIMUM PERIOD OF HIRE

Commences on first delivery or completion of 1st lift, and terminates on written instructions to dismantle.

FINANCIAL

All prices quoted are subject to VAT, which will be added to the invoice at the current rate. Approved accounts are strictly net, due for settlement on receipt of invoice. Credit terms available on request. Extra hire commences 28 days from date of erection unless otherwise agreed in writing. We have the right to charge interest on late payments @ a rate of 8% per day above bank base rate All materials to be supplied and fixed once only.

SAFETY DETAILS

BOARDS

As Scaffold Boards are often moved after we have placed them in position, we would remind you that it is your responsibility to ensure that the working platforms always comply with the Regulations.

FOUNDATIONS

You are to ensure that the ground and/or base provided for our scaffold is adequate to support the load without settlement and provide any necessary spreaders.

TIES AND BRACING

You are to ensure that adequate facilities for tying are made available and are maintained. No ties or braces are to be removed without reference to Pride Scaffolding.

SHEETING & SIGNAGE

Pride Scaffolding is not responsible for damage caused by high winds or misuse. Signs/tarpaulin sheets (or other windsails) must not be fixed to a scaffold unless it has been specifically designed to take them.

INSPECTION

The Work at Height Regulations 2005 require equipment for work at height to be properly inspected and maintained. Pride Scaffolding inspects scaffolds prior to its Handover to the Customer. Once handed over the scaffold is the Customers legal responsibility, and they hold the responsibility for organising the statutory scaffold inspection at least every 7 days.