



Premier Scaffolding (Harrogate) Ltd Terms and Conditions of Business Agreement.

- **Terms:** This statement contains the standard terms and conditions for our agreement. Unless modified in writing or by mutual agreement, these terms will be an integral part of any agreement we may have with you.
- The buyer in all instances must review this statement carefully before the contract is confirmed and contact us immediately if you have any questions.
- Please retain this statement in your file for reference and make available to whom you deem it may concern.
- **Parties:** In the following conditions the contract is made between Premier Scaffolding (Harrogate) Ltd (referred to as Owner) and the company, person, corporation, or public authority hiring scaffolding and/or ancillary equipment from the owners. (Referred to as Buyer)
- **Contract terms.** This statement contains the standard terms and conditions of our agreement for the contract of hire, erection and dismantling of scaffolding and all associated services provided by the Owners. If the Buyer for any reason does not sign this agreement but accepts the quotation and has had the existence of the conditions of hire brought to their attention by the quote or other means or have previously signed an agreement with the owner, then the act of hiring equipment again from the owner will be conclusive proof that the buyer agrees to be bound by the conditions of hire.
- **Ownership of scaffolding and rights of the owner to remove scaffolding.** The scaffolding shall remain the property of the owner and nothing in this contract shall confer or be deemed to confer any interest in the scaffolding to the buyer. Upon the determination of this contract whether by effusion of time or otherwise, the owner may without notice retake possession of the scaffolding and may for that purpose by himself, his servants or agents without previous notice upon any land or premises on which the scaffolding is or is believed by the owner to be situated.
- **GDPR.** Premier Scaffolding (Harrogate) Ltd holds and stores data in hard as well as electronic formats. The data held has been obtained in order to provide quotations and complete contracts. The personal data we hold includes names, email addresses, phone numbers and business/property addresses. None of this data is sold and is only shared in order to complete contracts.
- **Privacy policy.** Privacy policy can be viewed on our website www.premier-scaffolding.com
- **Duration of hire.** The hire of equipment will be deemed to start on the day of delivery of the equipment to the buyer and will continue until the buyer gives notice in form of a telephone call or written form to off hire the equipment to the owner. There will be no reduction in hire charges for holidays, weekends, or inclement weather or for any reason beyond the control of the owner.
- **Hire period.** Standard hire period for all scaffolding supplied and erected is 4 weeks from the date of each stage of completion (unless an alternative hire period has been specifically stated and agreed in your quotation). The buyer must give 5 clear days' notice requiring the owner to remove the scaffolding before the expiry of the minimum period of hire is completed. If the minimum period of hire is not fully used there shall be no reduction in the contract price and if notice isn't given additional hire charges will be applied.
- **Hire charges per week.** The buyer will be charged at a set rate of 5% of the total item price per week. This will be charged automatically after the initial 4-week period has expired.
- **Standard working hours.** Installation of scaffold will be carried out during normal working hours i.e., 7:00am to 6:00pm on weekdays excluding Statutory Holidays. Unless by prior arrangement, work required specifically outside these hours will be charged at an overtime rate to be confirmed at the point of quotation.

- Quote valid period. All our quotes are held for 28 days from the date of quotation unless otherwise agreed. If there are any increases in permit costs and licences during this period, we reserve the right to increase these costs.
- Retentions. No retention or discount shall be deducted from any payments made by the buyer to the owners.
- VAT. All costs given are subject to VAT which will be added at the appropriate rate. Any alteration to the standard VAT requested by the buyer will need to be confirmed by the buyer's accountant in written form before the owner can accept. If information is not given a standard VAT rating will be charged.
- Aborted visit costs. For any visits where the owners cannot carry out the quoted works a minimum abortive charge will be raised of £350. Access to the work areas must always be available with scaffold erection areas free of all obstacles.
- Credit terms are strictly Net 30 days end of month unless otherwise agreed or specified on the quote. Any queries after 14 days of invoice will not be accepted.
- Non-payment. If payment is not received by the end of the month following the invoice date, we reserve the right to charge interest on the whole outstanding amount at a rate of 5% above base rate at the time of ruling. We also reserve the right to remove all equipment from site regardless of the state of completion of the buyers works. The owner also will reserve the right to stop works and supply of equipment and labour without prejudice to the sums already due.
- Day work. Minor alterations only to the scaffold structure requested by the buyer can be carried out on a day work basis. Where any work is carried out on this basis the total number of hours booked shall be shown on the owner's daily time record and if possible, this must be authorised by the buyer or buyer's representative. A day work rate can be given on request.
- We will advise you if you may need a pavement licence for the scaffold. Our charges for obtaining a pavement licence will be included in your quotation. You are responsible for any planning or other consents.
- You must ensure that the Site is clear of obstructions and accessible to our vehicles and personnel and that you obtain any access passes and complete any paperwork required for our personnel to attend and work at the Site. We will charge you if we are delayed because of your failure to fulfil these responsibilities.
- We will ensure that the scaffold is designed and installed safely and will be suitable for normal use. You must tell us in advance if you have any special or unusual requirements.
- We will do our best to meet any dates we advised to you but we may be delayed by circumstance we can't control (for example poor weather conditions that would make it unsafe for our personnel to carry out installation work, vehicle breakdowns or sickness). You should always allow a suitable amount of contingency in your project plans to account for the possibility of such delays and we are not liable to you for any losses you may incur arising from any delays. Any adaptations required that are not described in the original quotation will be subject to further costs. Therefore a quotation will be provided for any adaptations required.
- Extra works. Unless otherwise stated in our quotation any extra works/equipment requested for alterations /extra requirements to a scaffold requested by the buyer will be chargeable. The owner upon receipt of instruction will give an extra quote(s) for these works but in cases where the work has been instructed without written confirmation and has been carried out it will be deemed to be accepted by the owners. (The owners site operatives cannot confirm this without authorisation from the office)
- Site surveys. The owner requires a minimum of 48 hours' notice for any site visits (two clear working days)
- Handover/Scaff tag. Prior to the owner signing the Hand-Over Certificate and providing this to the buyer, the scaffold is not to be used. The Company will perform Scaffold safety checks; Safety Tags and Scaffold Registers shall be completed and maintained and shall be supplied to the Customer as and when required at an extra cost.
- Scaffold must be inspected by a competent person every 7 days and a register/tag kept on site, this will be carried by Premier Scaffolding (Harrogate) Ltd at agreed cost.

- Electric Cable sheathing. Unless otherwise stated no allowance has been made for power line sheathing.
- Safety of equipment. The owners take no responsibility for the safety of or damage to any equipment provided or erected, installed, altered, or adapted, dismantled, or re-erected other than the fault of their own work force. Once a Hand-Over Certificate/Scaff tag is provided to the buyer, the buyer is fully responsible for the safety of the materials provided and persons using the scaffold. The owner shall not be liable for any loss or damage caused if the scaffolding has been altered in any way, moved, or otherwise interfered with other than alterations carried out by the owner. All losses resulting from damage, loss or theft will be the responsibility of the buyers and shall be at the buyers' cost.
- Extension of contract due to unforeseen problems. The owner shall not be responsible if an extension of contract caused by factors out of his control takes place. An extension of a contract will incur extra cost and will be charged as a variation to the contract.
- Damage to roofs. The owner will take all reasonable care and attention to avoid damage whilst erecting and dismantling scaffolding on or from roofs. It is an express condition of the contract that the owner will not be held responsible if damage is caused to flat roofs, slates, tiles, and all types of roof sheeting including asbestos, down pipes, and guttering.
- Design drawings. Unless otherwise stated design drawings are not included in our standard quote. If a design drawing is required before a quotation is compiled the cost for this will be provided and immediate payment is required on confirmation by the buyer. (This enables a quote to be compiled from a specific design). Any extra design drawings to be charged in full at point of order.
- Scaffold loading. Prior to finalisation of the contract price, the buyer is to inform the owner on the proposed use of the scaffolding and the duty load requirement, so that a safe and suitable scaffold is supplied that meets the buyers' requirements. As different trades have different requirements, the buyer must also inform the owner in writing the required distance from the building face and any other special requirements they may have. Alterations to scaffold required because of changes to these requirements will be charged as a variation to contract.
- Scaffold ties. The buyer shall make provision in all cases for the owners to fit ties. The ties and fixing for scaffold will require temporary connection to the building or structure to secure the scaffold. No ties are to be removed after installation unless approved by the owner. Prior to finalisation of the scaffold contract price, the owner must be notified in writing of any restrictions on the type of fixing and the placement of anchors used. The buyer is responsible for making good any holes remaining after removal of the ties/fixings.
- Satellite dishes and ariels. The buyer should notify their client that any satellite dishes or television aeriels on the property or adjoining properties could suffer loss of reception caused by the scaffold erection. The owner accepts no liability for any interference caused.
- Licences. On request the owner will take responsibility for obtaining licences, permits, this will be charged at an extra cost to the buyer.
- Easements and access of erection and dismantle of scaffolding. The buyer is responsible and should ensure that all easements, permissions or special licences out of the owner's control are in place for any works carried out by the owners. This includes all equipment to be erected or dismantled along with any necessary permissions required if the scaffold to encroach on or across an adjoining property. The buyer costs associated.
- Claims. The buyer shall use the structure(s) at their own risk in all aspects and shall indemnify the owners against all claims. This is to include its nominated sub-contractors (and or any other persons involved) except that where such claims, damages and costs are due to the owner's negligence.
- Ground conditions. The buyer should ensure that all areas to be scaffolded are of sound construction with a sound solid base and assumed to be true and level unless stated. Areas to be free of slips trips and falls hazards. Free and safe access to the site and to the point at which the services are to be performed and the procurement of all necessary passes to ensure the same. Any extra materials and labour required to compensate for out of level ground, will be charged to the buyer as a variation to the contract.

- Equipment care. Platforms to be left clean, tidy and in the same condition on completion as erection. This includes removing all excessive dust, dirt, mortar, concrete etc on any part of the scaffold structure and removing remaining materials and tools off the scaffold platform. Failure to clear a scaffold will result in an aborted visit costs for scaffolds that are not clean and tidy. (Please see aborted visit cost).
- We are not liable for any injury resulting from use of scaffolding by any person other than your suitably trained and qualified personnel.
- Welfare facilities. The buyers are to provide welfare facilities required by current regulations without charge to the owners.
- Advertising. The owner reserves the right to advertise on all scaffolding.
- Nothing in these Terms and Conditions excludes any liability we may have for death or personal injury resulting from our negligence.
- These Terms and Conditions and any document expressly referred to in it represents the entire agreement between the parties and supersedes any prior agreement or arrangement whether oral or in writing.
- Neither party has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations prior to entering into these Terms and Conditions except as expressly stated in these Terms and Conditions.
- Neither party has any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the Installation Start Date (unless such untrue statement was made fraudulently) and a party's only remedy shall be for breach of contract as provided in these terms and conditions.
- No term of these Terms and Conditions shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to these Terms and Conditions, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.
- These Terms and Conditions is subject to the law and jurisdiction of the courts of England and Wales.