

V & S SCAFFOLDING SERVICES LTD
CONDITIONS OF CONTRACT
FOR THE HIRE, SALE, INSTALLATION & ERECTION OF ALL EQUIPMENT

1. We will only undertake work on the terms and conditions set out below or as they may be varied in writing in a document signed by a director of V & S. Any attempted amendment of this condition will be of no effect.
2. **The basis of our quotation**

Our quotation is based on the matters set out below. If any of those assumptions is not correct we should be notified immediately and we will re-quote. If we arrive on site and find the position to be different then we reserve the right not to proceed with the work and to charge you for the loss incurred by us or in the alternative to proceed with the work but to invoice you for the extra cost or loss incurred by us.

 - 2.1 All work will be carried out during normal daytime working hours.
 - 2.2 That the structure / ground from / on which our scaffolding will be suspended or based, is of sufficient strength and stability to withstand the load imposed upon them.
 - 2.3 That you will provide, transform, connect and maintain 415/240/110V fused isolated weatherproof electricity supply adjacent to each winch, hoist or other electric motor at no cost to us.
 - 2.4 Our standard scaffolds are based on a nominal 1.2m x 1.8m planned grid and are subject to maximum uniform distributed loading of 2kN per square metre on any one lift at any one time.
 - 2.5 That we have the right at any time to come on to the site to inspect the scaffolding and that you will allow us access and reasonable facilities for this purpose.
3. **Unless specified overleaf our quotation does not include the following matters but if requested we can supply them and will be pleased to give a further quotation.**
 - 3.1 Temporary roofs, flying, raking or dead shores, suspended scaffolds, special or load-bearing scaffolds will require expert scaffold design consultation, calculations and drawings. If these are or become necessary the charges for those services are additional to our quotation and become payable when the drawings or calculations are provided, whether or not the works proceed.
 - 3.2 Protection fans, hoarding, cladding, sheeting, debris, edge protection and safety nets.
 - 3.3 Strap or clipboards to secure boards, toe-boards and other components of the working platform.
 - 3.4 Security requirements including protective screens, electronic alarms or any other system designed to deter unauthorised access.
 - 3.5 SCAFFTAG or other monitoring system.
4. **Extras**

The following are not included in the quotation and will be charged to you as extras at normal daytime working rates or at premium rates for emergency or out of hours attendance.

 - 4.1 Any attendance by us to reinstate repair or re-fix sheeting, cladding or any other part of the scaffold including replacing or re-positioning scaffold boards after inclement weather, interference by others or any other cause.
 - 4.2 The cost of removal and any anti-climb paint, grease, barbed wire or the like that has been applied to our scaffold without our written consent.
5. **Our obligations**
 - 5.1 To provide you with a scaffold in accordance with your requirements set out overleaf and which will be erected in accordance with all appropriate regulations and be fit for your purpose as made known to us.
 - 5.2 To effect public liability insurance in the sum of £10,000,000 against a failure by us to install the scaffold in accordance with all appropriate regulations.
6. **Your obligations**
 - 6.1 To pay the amount payable and any extras by immediate return from date of invoice/application. There is to be no set-off or counterclaim and any claim that you may consider you have against us is to be the subject of a separate claim, if necessary addressed to our insurers. In the event of non-payment within thirty days of invoice date, then we reserve the right to charge interest on the whole amount overdue at the rate of 3% per month. We also reserve the right to remove from the site or prevent any further use of our equipment and to stop delivery of any further supplies of equipment.
 - 6.2 You will at your own expense;
 - 6.2.1 obtain all necessary pavement and hoarding licences etc. bearings from any neighbouring property
 - 6.2.2 make provision for the tying in of all scaffolds in accordance with the appropriate regulations. This includes obtaining permission for physical ties and tying in to windows or other openings as well as permission to drill into stone or brickwork to obtain fixings
 - 6.2.3 box in standards, towers etc. as may be required by the Local or other Authority
 - 6.2.4 provide adequate lighting from ground to first floor level in accordance with all appropriate regulations and requirements of the local or other Authority.
 - 6.3 You will provide any spreaders required to give support to the scaffold and so as to prevent any settlement of the ground on which the scaffold is erected.
 - 6.4 If you move any of the boards, ladders or other moveable components of the working platforms after we have placed them in position, it is your responsibility to ensure that the working platform complies with all appropriate regulations.
 - 6.5 After we have erected the scaffold and left site, it is your responsibility to ensure that the scaffold remains safe to use and it is your responsibility to carry out periodic and other inspections required by the Building Regulations and to ensure that the equipment is used in accordance with the Building (Safety Health and Welfare) Regulations and such other Construction Regulations as are relevant. If you are in breach of this requirement then you will keep us indemnified from all claims, damages and costs arising by reason of that failure.
 - 6.6 You will complete the F91 Register on a weekly basis and thereafter retain it safely and have it available for production to the relevant Authority if so required.
 - 6.7 You are responsible for the safe keeping and proper use of our equipment from the time of delivery until it is collected by us. In the event of any part of the equipment being lost, stolen or damaged you will be responsible for the cost of replacing or the cost of replacement or repair as the case may be.

- 6.8 You will not dismantle or in any way alter the scaffold as erected by us. If anyone dismantles or in any way alters the scaffolding, you should notify us immediately because until we have inspected and carried out any necessary adjustments neither you nor anyone using the scaffold will be covered under our public liability insurance policy.
- 6.9 When we dismantle the scaffold we will take every care but it will be your responsibility;
 - 6.9.1 to replace any broken slates, tiles or other roof covering damaged in the removal and indemnify us against any consequential loss claims made against us
 - 6.9.2 to make good any fixings that we have made during the tying in of the scaffold.
- 6.10 You will abide by the principles and standards set out in our statement of Health and Safety policy which either accompanies this quotation or which we have previously supplied to you.

7. Miscellaneous Matters

- 7.1 Any sketches, plans etc. provided by us are indicative only of the proposed work and do not form part of the contractual documentation and do not imply any guarantee of sufficiency in respect of load-bearing, wind resistance or compliance with any other requirement.
- 7.2 It is not always possible to close boards tight together. Where there is a risk of debris, dust, materials etc. falling between boards you are advised to line the working platform with ply or hardboard sheeting.