

# **UK SYSTEM SCAFFOLD HIRE LIMITED**

## **STANDARD CONDITIONS OF SALE OR HIRE**

### **Basis of Contract**

1. We will sell or hire to you and you will purchase or hire from us modular scaffolding systems, materials and related apparatus ("the Goods") in accordance with any quotation of ours which is accepted by you or if your order is accepted by us.
2. All quotations for the Goods are made subject to these Conditions and no other Conditions shall apply unless agreed by us in writing. Orders placed with us, whether or not in writing or against a written quotation, shall be taken to mean acceptance of these Conditions by the person placing the order.

### **Orders and Specification**

3. All quotations are made subject to us having Goods at the time the order is received.
4. You will be responsible for the accuracy of the terms of any order you submit and for giving us any necessary information relating to the Goods within sufficient time to enable us to perform the contract for the supply of the Goods in accordance with its terms.
5. Subject to these Conditions the quantity, quality and description and specification of the Goods will be those set out in our quotation, technical information sheets or as otherwise agreed or accepted by us in writing.
6. All descriptive and technical specifications, dimensions, drawings and advertising matter are approximate only and their accuracy is not warranted by us.

### **Prices**

7. All prices quoted are on an ex-depot basis and do not include transport charges or VAT, which are chargeable extra if applicable.
8. All prices quoted may be subject to increase without notification if an unreasonable amount of time elapses between the issue of the quotation and receipt of the order, and may also be subject to a periodic increase which will be notified to customers with credit accounts.
9. All prices quoted are exclusive of any containers which may be required on site to facilitate loading and unloading of vehicles. We reserve the right to charge for any such containers if required.

### **Transport**

10. We will arrange delivery of the Goods only under the following conditions:
  - 10.1. You will be responsible for the loading and unloading of vehicles and for any demurrage charges due to excessive vehicle waiting time.
  - 10.2. All delivery or collection dates and times given by us are approximate and we shall not be responsible for any costs, losses, damages or expenses arising from any delay or non-delivery of the Goods.
  - 10.3. You shall pay all reasonable charges for transport whether or not such charges were included in our quotation.

- 10.4.** You shall sign the accompanying delivery note on receipt of the Goods on site. We reserve the right to treat the details on the delivery note as final unless notified in writing within three days of any discrepancy or damage.
- 10.5.** We will not give a signature for specific quantities of Goods for return, but we undertake to exercise reasonable care in counting the Goods returned to us. Our count in respect of quantities and condition of the returned Goods will be notified to you as quickly as possible and shall be accepted by you as final.
- 11.** The following conditions apply to delivery arranged by you:
- 11.1.** You shall sign our delivery note as acceptance of the Goods from us. We reserve the right to treat details on the delivery note as final unless notified in writing within three days of any discrepancy or damage to the Goods.
- 11.2.** On return of the Goods to us a signature for specific quantities of Goods will only be given in those cases where the return has been pre-booked with us and where the load has been thoroughly checked by us for quantities and condition. No charges will be accepted by us in the event of any delay to you or anyone else arising out of this procedure. All other returns shall be subject to condition 10.5.
- Where the Goods are delivered in instalments, each delivery shall constitute a separate contract and failure by us or our agent to deliver any one or more instalments in accordance with these Conditions or any claim by you in respect of any one or more instalments shall not entitle you to treat the contract between us as a whole as repudiated.

## **Responsibilities**

- 12.** When hiring the Goods it is your responsibility to ensure that they remain in good workable condition. Repairs or renewals becoming necessary in ordinary usage of equipment on hire will be effected by us with as little delay as is reasonably possible or, at our discretion, replaced. No liability will be accepted by us for any costs, losses, damages or expenses arising from late or non-repair of equipment.
- 13.** Damage to or loss of the Goods during the period of hire by whatever cause (fair wear and tear accepted) shall be made good to us by you at our current rates. Hire charges shall continue until losses are notified to us in writing.
- 14.** We shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow our instructions (whether oral or in writing), misuse, alteration or repair of the Goods without our approval.
- 15.** Risk for the Goods on sale shall pass to you when they leave our premises.

## **Title**

- 16.** Title to the Goods sold remains with us until payment for the Goods is received in full.
- 17.** Subject to these conditions the Goods on hire remain our property.
- 18.** Unless title to the Goods has passed to you in accordance with these Conditions the Goods shall not be removed by you from the site to which they were delivered without our prior written consent.

## **Terms of Payment**

19. Invoices are due for payment 30 days from invoice date unless otherwise agreed in writing.
20. Overdue invoices will be subject to interest charges at our bank rate plus 3%.

## **Period of Hire**

21. The period of hire commences on the day the equipment leaves our premises and terminates only on the day they are received by us, unless otherwise agreed in writing by us. Both days are included in the period of hire. A minimum hire charge may be applied. No allowance is given for public holidays, inclement weather or any other factor beyond our reasonable control.

## **General**

22. Until such time as the title to the Goods passes to you, we shall be entitled at any time to require you to deliver the Goods to us and, if you fail to do so forthwith, to enter upon any of your premises or any third party where the Goods are stored and repossess the Goods.
23. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
24. Notwithstanding anything to the contrary in these conditions we shall not, except in respect of death or personal injury caused by our negligence in the manufacture or delivery to you of the Goods, be liable to you by reason of any representation or implied warranty, condition or other term or any duty at common law or under the express terms of these Conditions, for any consequential loss or damage (whether for loss or profit or otherwise and whether occasioned by the negligence of our employees or agents or otherwise) arising out of or in connection with any act or omission by us relating to the manufacture or supply of the Goods, their resale by you or their use by anyone else.
25. We shall not be liable to you or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the Goods, if the delay or failure was due to any cause beyond our reasonable control.
26. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principle place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
27. No waiver by us of any breach of the Contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision.
28. The contract shall be governed by the laws of England.