

Terms & Conditions of Sale

1.0: Definitions

In these Terms and Conditions ("the Terms"), the following words shall have the following Meanings.

- **"Company"** refers to Holding Scaffolding Ltd its employees, subcontractors, and agents.
- **"Customer"** refers to any person, firm, company, or other entity that enters into a contract with the Company for scaffolding services and Materials.
- **"Materials"** includes all scaffolding materials supplied by the Company.
- **"Services"** encompasses all activities undertaken by the Company in the delivery, erection, modification, dismantling, and removal of scaffolding and related support structures. This also covers the detailed description in words or drawings or both of any Company Services and/or Product(s) supplied by the Company and as contained in any Estimate issued by the Company.
- **"Site"** means the location where the Services and Materials are to be provided as agreed by the Customer and the Company.
- **"Estimate"** shall mean a document produced by the Company and issued to the Customer including price(s) for the supply of Services and associate Product(s) to the Customer.
- **"Order"** shall mean a document produced by the Customer and issued to the Company for the purpose of procuring a supply of Services and Product(s) from the Company.
- **"Clause"** shall mean a clause of these Terms and Conditions unless the context shows a contrary meaning.

2.0 General

2.1

These Terms apply to all services and Materials that the Company supplies, delivers and erects.

2.2

These Terms form the entire agreement between the Company and the Customer. All Orders are made under these Terms, and any changes to the Terms must be agreed in writing by a Director of the Company before the Company accepts the Order.

2.3

If the Company changes any part of these Terms, it does not mean other parts of the Terms or rights are waived.

2.4

These Terms override any other terms and conditions the Customer may try to impose on the Company, whether they are provided with an Order or at any other time.

2.5

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If either party delays exercising their rights under these Terms due to the other party's failure to comply, it does not mean they are giving up that right or any other rights.

2.6

It is the Customer's responsibility to understand these Terms. The Company will not accept any claims if the Customer fails to do so.

2.7

If any part of these Terms is found to be invalid, the rest of the Terms will still apply and remain enforceable as far as the law allows.

2.8

These Terms are governed by the laws of England and Wales, no matter where the Materials or services are delivered. Any disputes will be resolved in the courts of England and Wales.

3.0: Estimates

3.1: Estimates Preparation

Estimates prepared by the Company are based on our interpretation of the information, location, and written description provided by the Customer or the Customer's representative. It is the responsibility of the Customer to check the Estimate for accuracy. The Customer should be aware that estimates are preliminary and may be subject to refinement based on a detailed site survey. No claims will be accepted for failure to check the documentation or misunderstandings arising from preliminary estimates.

3.2: Estimates and Lead-Time

Estimates will include a lead time for delivery, erection, and disassembly, which is, as far as we can determine from the information available to us at the time including the Company's prevailing workload, an accurate indication of the expected timeline. The Company shall use all reasonable endeavours to supply the Service and associated Product(s) within the estimated lead-time, acknowledging that delays may occur due to factors such as adverse weather conditions, delays in obtaining necessary permits, or supply chain disruptions."

3.3: Site Suitability

The submission of an Estimate by the Company shall not be construed as a guarantee that the prevailing site conditions are suitable for the erection of scaffolding. If it is required, the Company will conduct a site survey to identify any potential issues that may affect the safe and effective erection of the scaffolding. This survey and the costs associated with it will be communicated in advance if required. The Customer is responsible for providing accurate and comprehensive information about the site conditions prior to the survey.

3.4: Amendments and Site Measurements

All Estimates are preliminary and may require a site survey. Estimates may include an allowance for taking Site measurements. Should any discrepancies be found between customer-provided dimensions and actual site conditions, or if a survey reveals conditions not

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suitable for the nominated Service and associated Materials, the Estimate will be amended accordingly. All costs incurred due to inaccuracies in customer-provided dimensions or unexpected site conditions, including additional site visits and labour costs, are recoverable by the Company.

3.5: Overtime and Unforeseen Site Conditions

All estimated rates for installation are based on work carried out during normal delivery and installation hours, 8:00 to 16:00 Monday to Friday; administrative office hours are 09:00 – 17:00 Monday to Friday.

Work requested outside these hours will incur overtime charges at £50 per hour for labour, plus materials and delivery costs and will be shown on the estimate. If unforeseen site conditions extend the time for erection or require a return visit, the Company will apply a surcharge not exceeding the original installation charge, detailed in the adjusted Estimate.

3.6 Validity of Estimates

All Estimates are subject to these Terms and are open for acceptance for a period of 15 days from the date thereon unless previously withdrawn. If not accepted within this period, the Estimate may be subject to review and revision.

4.0: Orders

4.1

All Orders must be made in writing on official letterhead or purchase order, clearly referencing the relevant estimate number and providing full Customer details.

4.2

Orders are subject to acceptance by the Company.

4.3

All correspondence regarding Orders will be sent to the Customer or their nominated representative.

4.4

Upon receipt of an Order, the Company will issue an Order Acknowledgement, subject to Survey as outlined in Clause 3.3 and 3.4.

4.5

Verbal Orders or variations will not be accepted. Any changes to an Order must be confirmed in writing, and work will not commence until such changes, including revised costs, are formally agreed upon and any required payment is received.

4.6

Placing an Order constitutes acceptance of these Terms and the applicable Estimate.

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5.0: Customer's Obligations

5.1

To enable the Company to fulfil its obligations, the Customer shall:

5.1.1 Fully cooperate with the Company and provide any requested or required information in a timely manner.

5.1.2 Obtain all necessary permissions and consents before the commencement of Services and comply with any additional requirements set out in the Estimate, these Terms, or other agreements.

5.2

The Customer shall compensate the Company for any expenses incurred due to failure to comply with Clause 5.1.

5.3

If the Customer unlawfully terminates or cancels the Services and Materials outlined in the Estimate and Order, they shall pay damages as outlined in Clause 13. Failure to comply with Clause 5.1 will be deemed as a cancellation subject to these damages.

5.4

If the Customer or any third party (not being the Company's subcontractor) commits an act or omission that delays or prevents the Company from performing its obligations, the Company will notify the Customer and:

5.4.1 The Company will not be liable for delays in project completion.

5.4.2 The project timeline will be adjusted, and the Company reserves the right to claim additional costs, if applicable.

6.0: Changes to the Service

6.1

The Company and the Customer can mutually agree to revise the scope of the Services or Materials at any time. Any changes will be reflected in a revised Estimate or contract, which will include details of the updated Services or Materials, price changes, and any adjustments to the delivery or installation dates.

6.2

The Customer can request changes to the Services by sending a written notice to the Company. Upon receiving this request, the Company will notify the Customer in writing, within five (5) working days, of any impact the changes may have on the price or delivery date.

6.3

If the Company agrees to make the changes, the Customer must confirm in writing whether they want to proceed within five (5) working days of receiving the Company's notice.

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6.4

Once agreed, any changes—including price and installation date—will be treated as part of the original agreement and paid for by the Customer accordingly. 8. SURVEYS

7.0: Survey Visits

7.1

Survey visits, if required, will only be scheduled after the Company receives an official Order and any required deposit or pro forma invoice payment.

7.2

The Company will aim to carry out the Survey within five (5) working days of being notified that the Site is ready. The Customer or an authorised representative must be present during the Survey to discuss and approve any changes to the Services or Materials.

7.3

It is the Customer's responsibility to ensure the Site is suitable and ready for the Survey. If the Company attends the Site and access is unavailable or the site is not prepared, an additional charge will apply for a return visit to complete the Survey.

8. Delivery and Erection

8.1

When the Materials are ready for delivery or erection, the Company will contact the Customer or their representative to arrange a suitable time. For supply-only orders, the Company reserves the right to make partial deliveries if necessary.

8.2

Specific start times cannot be guaranteed, though we will indicate either AM or PM to assist with planning. Delivery times may be affected by factors beyond our control, such as traffic or site access issues. While we aim to meet the scheduled times, we cannot guarantee exact delivery times. Our drivers or installers can notify you when they are nearby to make access arrangements. The Company is not liable for any costs or damages, including direct, indirect, or consequential losses due to late deliveries, whether made by our transport or third-party services.

8.3

The Customer must provide at least two (2) days' notice for delivery changes using the Company's transport or five (5) days' notice for third-party deliveries. Failure to meet these notice periods will result in an additional delivery charge, which must be paid before a new delivery date can be arranged.

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8.4

If the Customer delays delivery or erection beyond the agreed usage period, the Company cannot guarantee the scaffolding will remain available due to other project commitments. In such cases, the deposit will be non-refundable, but the remaining balance of the order will be cancelled.

If the scaffolding is retained beyond the agreed hire period without prior written consent, the Customer will be charged an additional 10% of the total job cost per week, unless otherwise agreed in writing.

8.5

The Customer is responsible for ensuring an authorised signatory is available to confirm the safe receipt of the scaffolding. If no authorised signatory is present, photographs will be taken as confirmation of delivery and erection.

8.6

Installations are scheduled during normal working hours (Monday to Friday, 8:00 AM to 4:00 PM). Requests for work outside these hours will incur overtime charges unless otherwise specified in the Estimate:

- Weekdays: Time and a half per hour.
- Saturday: Time and a half all day, with a minimum charge of 5 hours.
- Sunday: Double time, with a minimum charge of 8 hours.

All overtime requests must be confirmed in writing by the Customer before commencement.

8.7

The Customer is responsible for ensuring the site is ready and accessible for delivery and erection, as assessed during the initial survey. If unforeseen site conditions, such as blocked access or interference from other trades, delay installation, the Company reserves the right to adjust the project timeline and costs accordingly.

8.8

The Company is not liable for any damage to underground cables, pipes, or other services unless these have been clearly marked by the Customer or their agent. The Customer must clear the installation area of obstructions before work begins. Delays caused by obstructions or unprepared sites may incur additional charges for site time or a return visit.

8.9

The Company will only perform tasks specified in the works order. Any additional work requested by the Customer that falls outside the agreed scope will require a separate estimate and written agreement before proceeding.

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9.0. Payments and Payment Terms

9.1

The Customer shall pay for the Materials and/or Services at the price detailed in the Estimate and in accordance with the payment terms specified. If no price is quoted, the price shall be as per the Company's published price list on the date of delivery.

9.2

Settlement of deposits or pro forma or invoices is required prior to arranging the Survey and commencing installation (where applicable).

The outstanding balance of any invoice is due within 7 days of issue unless otherwise agreed in writing by a Director of the Company before Installation.

9.3 Cancellation Policy:

- **If cancelled 14 or more days before the delivery date:** Any deposit paid will be fully refunded.
- **If cancelled between 13 and 6 days before the delivery date:** 50% of the deposit will be refunded.
- **If cancelled 5 or fewer working days before the delivery date:** The deposit will be non-refundable due to the inability to reallocate resources and cover the associated costs.
- Cancellation must be made in writing, and the cancellation date will be the date on which the Company receives this written notice.

9.4

The Company may offer a 30-day end-of-month account to qualifying resellers. For account Customers, payment is due within 30 days from the end of the month following receipt of the invoice for the delivery of Materials or completion of Installation. The Company may charge interest on overdue invoices at a rate of 8% per annum above the Bank of England base rate, accruing daily from the invoice due date until the payment is made in full.

Payment will be considered overdue if not made within 7 days of the invoice date, at which point interest may accrue as outlined in Clause 9.4

9.5

In the case of staged or periodic payment agreements, the Company reserves the right to halt or delay the supply of Materials and Services without penalty if any payment becomes overdue.

9.6

Time for payment is of the essence in this Agreement. Any delays in payment may result in additional charges and suspension of Services.

9.7

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Part payments will not invalidate any of these Terms or affect any rights conferred upon the Company under this Agreement.

9.8

The Customer must pay all amounts due to the Company in full without any set-off, counterclaim, deduction, or withholding except as required by law. The Company reserves the right to set off any amounts owed by the Customer against any amounts payable to the Customer by the Company.

10. Risk and Responsibility

10.1

Risk for the scaffolding materials passes to the Customer once they are delivered and erected at the Site. The Customer is responsible for securing the scaffolding while it is on-site. If the Customer chooses not to purchase scaffolding alarms or other security measures offered by the Company, the Customer assumes full responsibility for any theft, damage, or trespass that may occur. The Company will not be held liable for any loss or damage in such cases.

10.2

Ownership of the scaffolding materials remains with the Company at all times. The Customer is not permitted to move, sell, or otherwise deal with the scaffolding equipment without the Company's written consent.

10.3

The Company reserves the right to dismantle and repossess the scaffolding materials at any time if payment terms are not met or if there is a breach of these Terms. To exercise this right, the Company's authorised representative may enter the premises without penalty.

11. Limitation of Liability

11.1 To the fullest extent permitted by law, the Company will not be liable for:

- **11.1.1** Any accidents resulting from trespassing, improper use, or failure to follow the Company's instructions, warranties, or guidelines.
- **11.1.2** Materials that were not installed by the Company.
- **11.1.3** Materials that have been modified, adjusted, or repaired by anyone other than the Company's installers.
- **11.1.4** The suitability of Materials for any specific use or conditions, regardless of whether the Company was aware of those conditions.
- **11.1.5** Substitutions made by the Customer, including materials or components not part of the Company's specifications.

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11.2 Except where otherwise stated, the Company will not be liable for any direct, indirect, or consequential loss or damage caused by negligence, breach of duty, or failure to perform by the Company's employees, agents, or subcontractors.

11.3 The Company's total liability for any claims arising out of or in connection with the supply of Materials and Services is limited to the total price paid by the Customer for those Materials and Services.

11.4 The Company's liability will not be excluded or limited for death or personal injury caused by its negligence, fraud, fraudulent misrepresentation, or any defective Materials under the Consumer Protection Act 1987.

11.5 This limitation of liability remains valid even after the contract for the provision of Materials and Services has been terminated.

12. Termination

Either party may terminate the agreement under these Terms by giving written notice to the other if:

- **12.1** The other party commits a material breach of the Terms and fails to remedy it within 30 calendar days of being notified.
- **12.2** The breach cannot be remedied.
- **12.3** The other party passes a resolution for winding up (except for solvent amalgamation or reconstruction), or a court issues an order to that effect.
- **12.4** The other party ceases to carry on its business or a substantial part of it.
- **12.5** The other party becomes insolvent, or an arrangement is made with creditors, or a liquidator, receiver, or administrator is appointed over its assets.

13. Intellectual Property Rights

All intellectual property rights created as part of the performance of these Terms will become the exclusive property of the Company. The Customer agrees to take any reasonable steps necessary to ensure these rights are vested in the Company, including the execution of appropriate instruments or agreements with third parties.

14. Force Majeure

Neither party will be liable for delays or failures to perform their obligations if they are caused by events or circumstances beyond their reasonable control, including but not limited to acts of God, strikes, pandemics, lockouts, accidents, war, fire, governmental actions, or issues with suppliers. In such cases, the affected party is entitled to a reasonable extension of time after notifying the other party.

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15. Independent Contractors

The Company and the Customer are independent contractors, and neither has the authority to bind or act on behalf of the other unless explicitly agreed in writing. The Company may subcontract any part of the Services, but this does not relieve the Company of its obligations under these Terms or the Estimate.

16. Assignment

- **16.1** The Customer cannot assign its rights or delegate its duties under these Terms without the prior written consent of the Company.
- **16.2** The Company may assign part or all of any invoice to a third party, and the Customer must make payments directly to the assigned party.

17. Notices

Notices must be sent by email, post, or personal service to the address provided in the Estimate or another communicated address. Notices sent by email are deemed received on the day they are sent unless proven otherwise, by post in the normal course of delivery, or by personal service at the time of delivery.

18. No Third-Party Rights

Nothing in these Terms is intended to confer any rights on any third party, and no third party shall have any rights to enforce these Terms.

19. Dispute Resolution

Any disputes arising out of or in connection with these Terms shall first be attempted to be resolved through mediation or, failing that, by binding arbitration. If these methods fail, the parties may refer the dispute to the courts of England and Wales.

20. Governing Law

These Terms shall be governed by and construed in accordance with the laws of England and Wales.