

ITS Lifting Ltd – Terms and Conditions

These Terms and Conditions apply to all Services carried out by us, ITS Lifting Limited, a company registered in England and Wales under company number 14960038, whose registered office address is Dickens House, Guithavon Street, Witham, Essex, England, CM8 1BJ (referred to as “the Company/we/us/our”).

1. Definitions and Interpretation

- 1.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:
“**Client/you/your**” means the business entering into the Contract with us. Where an individual is entering into the Contract on behalf of a business, the individual confirms they have the authority to enter into this Contract on behalf of that business and the business will be our Client in the context of this Contract;
“**Contract**” means the contract formed in accordance with clause 2 which will incorporate, and be subject to, these Terms and Conditions;
“**Quotation**” means our written quotation to provide the Services, which remains open for acceptance for a period of 30 days unless otherwise specified and sets out our entire scope of works. Where we have quoted to carry out more than one service, our price is based on the entire quotation being accepted. Should you wish to accept only part of the quotation, our prices may be subject to change;
“**Services**” means the services to be provided by us to you as detailed in the Quotation; and
“**Site**” means the premises at which our Services are to be provided.
- 1.2. Unless the context otherwise requires, each reference to:
 - 1.2.1. “writing” and “written” includes emails and similar communications;
 - 1.2.2. a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3. “Terms and Conditions” refers to these Terms and Conditions as may be amended or supplemented at the relevant time;
 - 1.2.4. a clause refers to a clause of these Terms and Conditions; and
 - 1.2.5. a “party” or the “parties” refer to the parties to these Terms and Conditions, and any reference to a party includes its employees, agents and sub-contractors.
- 1.3. The headings used in these Terms and Conditions are for convenience only and will have no effect on their interpretation.
- 1.4. Words imparting the singular number include the plural and vice versa. References to persons include corporations.

2. The Contract

- 2.1. We will arrange to visit the Site where necessary and will send a written Quotation, setting out the Services to be provided and our fees. A legally binding Contract will be formed as soon as you accept our Quotation, by signing our service agreement, by confirming your acceptance, electronically or otherwise, or by sending us a purchase order. The Contract will include the acceptance of these Terms and Conditions, which will apply between you and us.
 - 2.1.1. You are responsible for the accuracy of any information submitted to us and for ensuring that our Quotation and the Contract reflect your requirements. Our Quotation is based on the information provided to us at the time of its preparation. Should any errors or discrepancies become evident, we reserve the right to adjust it.

- 2.2. No terms or conditions stipulated or referred to by you in any form whatsoever will in any respect vary or add to these Terms and Conditions or the Contract unless we agree otherwise in writing. In particular, please note that where we have been asked to quote based on a tender, we will not at this stage have agreed to the contract terms as set out in the tender and our offer will be based on the acceptance of our Terms and Conditions, unless we expressly agree otherwise in writing.

3. The Services

- 3.1. We will arrange inspections and examinations of the equipment specified in the Quotation, at the agreed intervals and as required by statute. The examinations and testing will be carried out under the relevant regulations and standards in effect at the time.
- 3.2. We will issue our report(s) as soon as is practicable following such inspection. You must contact us if you have not received a report within 28 days of any inspection date.
- 3.3. Unless otherwise agreed, we have not included for any welfare facilities, shared attendances, lighting, water or supplementary testing outside of our standard examination process, and these are to be undertaken in advance of our Services commencing, at no cost to us.
- 3.4. We have only included for tests that are part of our standard examination process and are deemed necessary by the engineer (e.g., visual examination followed by functional examination and if required a light load test). Any further tests or examinations will be chargeable.
- 3.5. If you require a testing service, you must provide us with any relevant documentation we may request i.e. approved drawings, floor loadings, calculations etc. in advance. Before attending Site to provide the agreed Services, we will need to carry out a pre-work survey at the Site, to ensure any testing work is able to be carried out safely. Where we have not included for this in the Quotation, it will be chargeable.
- 3.6. Any extra cost incurred by us, due to your instructions, lack of instructions, failure to comply with your obligations under the Contract, interruptions, delays, overtime, night or weekend working, and additional work or variations or work for which we are not responsible or mistakes or any other causes outside our control, will be added to the Contract price. Any such charges shall be based upon our standard rates in effect at the time.

4. Programme, Access and Site Visits

- 4.1. Unless otherwise stated in the Quotation, we require a minimum of 4 weeks’ notice from the date the Contract is formed to arrange our works, plus any additional lead times. We will require a further 4-week period if the programme changes at any time.
- 4.2. Our normal working hours are Monday - Friday, 8am - 4pm excluding public holidays, unless stated otherwise in our Quotation. Our travel to Site will be from our company address and is included in these hours unless otherwise agreed. Services required outside of these times may incur additional costs. If working days on Site allow for fewer hours than this, we reserve the right to apply additional travel charges.
- 4.3. Any programme dates we may provide are an estimate only. We will use all reasonable endeavours to meet any agreed programme dates but we may be delayed by factors outside of our control, therefore time will not be of the essence in the performance of our Services.

ITS Lifting Ltd – Terms and Conditions

- 4.4. Any site visits included in our Quotation will be carried out at a time agreed between you and us in advance. We require a minimum of 48 hours' notice to cancel or rearrange an agreed Site visit. If you are not available punctually at the agreed time, if we do not receive the required notice, or if we are unable to gain access to the Site on the agreed dates and times to carry out the work, we reserve the right to charge for the aborted visit.
- 4.5. Our Quotation is based on being able to complete our works in one continuous visit, or where we are carrying out the works in phases, each phased visit is to be continuous. If the Site is not available or ready for our works to commence, and/or if we are prevented from continuous working through to completion and/or if we are required to complete out of sequence works, we reserve the right to recover any costs incurred by way of delay or abortive visits, such as for non-productive visits to the Site.
- 4.6. If we have to reschedule or cancel a scheduled Site visit, we will contact you as soon as possible to minimise disruption.

5. Your Obligations

- 5.1. You must;
 - 5.1.1. comply and reasonably assist us with our lone working procedures in order to ensure the safety of our workers. This may include, but is not limited to, the monitoring of our workers at regular intervals by an appropriate means of communication and ensuring the provision of a suitable mechanism to notify our workers of an emergency situation and/or need to evacuate the Site;
 - 5.1.2. carry out all necessary maintenance and repair of the equipment, at your cost, unless otherwise agreed by us, and ensure that all equipment complies with all applicable legislation and is marked with either the CE or UKCA stamp dependent on the relevant minimum standards set out by enforcing authorities;
 - 5.1.3. ensure all inspections as required under relevant statutory provisions and regulations have been carried out, as is your responsibility by law. Please note that where you are a new customer or an existing customer with additional equipment that you wish to add to an existing inspection schedule, we will liaise with you to agree a timetable for the inspection of any equipment overdue for statutory inspection but this does not relieve you of your legal obligations;
 - 5.1.4. offer all reasonable assistance to us and provide all access equipment as is considered necessary in order for us to carry out the inspections, which may include, but is not limited to, mobile elevated work platforms (MEWPS), scaffolding, ladders, lighting, prohibitive access barriers, and all other access equipment as indicated by us. Please note that where a MEWP is provided for our use, we reserve the right to request access to an up-to-date examination report where it has been indicated as safe to use;
 - 5.1.5. ensure that all equipment is clean and accessible and prepare a safe and well-lit area for examinations to be carried out prior to our Services commencing;
 - 5.1.6. disclose to us as soon as is reasonably possible details of any misuse of or incident involving or affecting the equipment, or any other relevant information;

- 5.1.7. inform us of any change to local Site requirements prior to any scheduled visit. We will charge for any additional costs incurred by us as a result of this; and
- 5.1.8. where any inspection requires the services of any third-party contractor (e.g. structural engineer), make all reasonable arrangements to arrange such services at a time suitable to us. We shall not be responsible in any way for the payment of such contractors.

6. Fees and Payment

- 6.1. You agree to pay the fees as set out in our Quotation in accordance with these terms of payment.
- 6.2. All prices quoted are in pounds sterling and subject to VAT at the current rate.
- 6.3. We will invoice for the Services in accordance with the accepted Quotation. Where payment is required in advance, we will be unable to schedule any dates for the works until such payment has been received.
- 6.4. All invoices are payable within 28 days from the date of invoice, or as otherwise stated by us, without set-off, withholding, deduction or retention.
- 6.5. You will also be required to pay for any additional Services, goods or materials we may provide at your request, together with mileage, parking, congestion and ULEZ charges and any other travel expenses.
- 6.6. Failure to inform us of any discrepancy with any invoice issued by us within 7 days of receipt will result in the invoice being deemed to be accepted by you.
- 6.7. Time for payment is of the essence of the Contract. If you fail to make any payment to us in full by the due date then, without prejudice to any other rights which we may have, we will have the right to suspend the Services and charge interest from the due date until payment is made in full, both before and after judgment, at the rate of 8% per annum over the Bank of England base rate from time to time in force, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. We will also charge for any costs we may incur in attempting to recover any outstanding debt. Once payment has been received, we will resume works at our earliest convenience. We cannot be held responsible for any delays or other consequences arising from such suspension, including any equipment becoming overdue for statutory inspection, and we are not obliged to return to Site immediately following payment if we have committed to other works during this period.
- 6.8. We reserve the right to withhold all testing, reports and other documentation until we have received payment under the Contract.

7. Variations and Amendments

- 7.1. If you wish to vary the Contract, you must notify us in writing as soon as possible. Variations are accepted only at our discretion, and we will invoice you for any additional costs incurred as a result.
- 7.2. If we have to make any change in the arrangements relating to the Services, we will notify you immediately. We will endeavour to keep such changes to a minimum and will seek to offer you arrangements as close to the original as reasonably possible in the circumstances.
- 7.3. Any agreed variation or amendment will be carried out in accordance with these Terms and Conditions and any price increase necessitated as a result will be payable in accordance with clause 6.

8. Term and Termination

ITS Lifting Ltd – Terms and Conditions

- 8.1. The Contract will be for an initial minimum term as set out in the Contract. You are not entitled to cancel during this initial minimum term, except with our prior written agreement, and on the basis that we may levy reasonable cancellation charges against you including, but not limited to, administration costs, procurement costs and loss of profit, and these will fall due for payment immediately. No refunds will be issued for payments made in advance.
- 8.2. After the expiry of the initial minimum term, the Contract will continue in force on a rolling 12-month basis, unless you give us 30 days' notice prior to the end of the then-current term, such notice to be effective only at the end of that term. We may adjust our fees periodically but will give you no less than 30 days' notice prior to the renewal date of any changes.
- 8.3. We may terminate the Contract for any reason at any time, by giving you 7 days' written notice.
- 8.4. Either party has the right to terminate the Contract immediately if the other party commits a material breach of the Contract and fails to remedy that breach within 14 days of receiving notice of the breach, or if the other goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation), if a receiver is appointed in respect of the whole or any part of its assets, or if anything similar occurs in relation to either party.
- 8.5. In the event of termination:
- 8.5.1. all payments due under the Contract will become due and immediately payable. In respect of Services provided but for which no invoice has been submitted, we will be entitled to submit an invoice, which will become immediately due and payable;
- 8.5.2. any and all obligations of the parties which either expressly or by their nature continue beyond the termination, cancellation or expiration of the Contract will survive termination on a pro-rata basis.
- 8.6. The rights to terminate the Contract given by this clause 8 will not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.
- 9. Confidentiality:** Both parties agree that they will not use any confidential information provided by the other, except to perform their obligations under the Contract. Each party will maintain the information's confidentiality and will not share it with any third party, unless so authorised by the other party in writing or unless required to do so by law.
- 10. Literature and Representations:** Any marketing literature is presented in good faith as a guide to represent the Services offered and does not form a part of the Contract. None of our employees or agents are authorised to make any representation concerning the Services unless confirmed by us in writing. In entering into the Contract, you acknowledge that you do not rely on and waive any claim for breach of any such representations, which are not so confirmed.
- 11. Intellectual Property**
- 11.1. Any examination reports and other documentation will be submitted in our normal standard format only. It will be your responsibility to store these in a safe place. If additional and/or replacement copies or contract specific requirements are needed, we reserve the right to apply additional charges.
- 11.2. Subject to a written agreement to the contrary, we retain ownership in all reports and other intellectual property which may subsist in the provision of the Services. Nothing in the Contract will vest any ownership rights in you. We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of such intellectual property rights.
- 11.3. We will grant you a royalty-free, non-exclusive licence to you to use and reproduce the documents we have produced, for your own use solely in connection with the works. It is a condition precedent to the granting of such a licence that all sums properly due to us under the Contract have been paid in full.
- 11.4. We will have no liability for improper use of the documents other than that for which they are prepared and you will indemnify us from and against any loss arising from the improper use of the subject matter of this clause.
- 11.5. You warrant that any document or instruction furnished or given by you will not cause us to infringe the intellectual property rights of any third party and will indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in settlement of any claim for infringement of any intellectual property rights which results from our use of your information.
- 12. No Employment:** Nothing in the Contract will render or be deemed to render us an employee or agent of yours or you an employee or agent of ours.
- 13. Assignment and Sub-Contracting**
- 13.1. You may not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under the Contract.
- 13.2. We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under this Contract, without obtaining your consent.
- 14. Liability and Indemnity**
- 14.1. Nothing in these Terms and Conditions excludes or seeks to exclude our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.
- 14.2. Except as provided in clause 14.1 above, we will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our employees, agents or otherwise) in connection with the performance of our obligations under the Contract. All warranties or conditions whether express or implied by law are hereby expressly excluded to the maximum extent permitted by law.
- 14.3. In the event of a breach by us of our express obligations under these Terms and Conditions, your remedies will be limited to damages, which in any event, will not exceed the fees and expenses paid by you under the Contract in the preceding 6-month period.
- 14.4. Where we have been found to be liable in respect of any loss or damage to any equipment or other property incurred by our negligence, our liability will be limited to the retail value of replacement of the damaged equipment or other property. We shall have no liability to you in this respect where we have not received payment under the Contract in full.

ITS Lifting Ltd – Terms and Conditions

- 14.5. Although we will seek to carry out examination of the equipment at the agreed intervals, where the examination is to be carried out in accordance with any statutory regulation(s) it is your legal obligation to ensure that the equipment is examined within any prescribed inspection interval. Nothing in this Contract seeks to relieve you of your legal obligation to ensure such inspections are carried out as required under any relevant statutory or other provisions.
- 14.6. We cannot be held liable in respect of any equipment which is overdue for statutory inspection, or misuse of any equipment by or on your part or any persons other than ourselves (including the continued use of defective equipment after such defect has become apparent or should reasonably have become apparent to you).
- 14.7. Where we have specifically contracted in writing to deliver or complete the works within a specified time or by a specified date and we are in delay for reasons other than provided for under the Contract, then, to the extent that we are liable to pay damages to you, the payment of damages will be equal to 1% of our net Contract value (excluding any provisional sum) for each week of delay subject to a maximum liability of 5% of our net Contract value (excluding any provisional sum) in full satisfaction of any liability for delay whatsoever, and, where we are a sub-contractor and you are a main contractor, damages pursuant to this clause will only become payable to you when you are liable to pay damages under the main contract as a direct result of our delay and this will be in full satisfaction of any liability for delay whatsoever in the performance of our works.
- 14.8. You agree to indemnify us against all damages, costs, claims and expenses suffered by us as a result of your actions or inactions, including those of your agents or employees.
- 15. Force Majeure:** Neither party will be liable for any failure or delay in performing their obligations under the Contract where such failure or delay results from any cause beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, staff sickness, default of suppliers or sub-contractors, industrial action, civil unrest, malicious damage, breakdown of plant or machinery, fire, flood, storms, sonic boom, earthquakes, natural disasters or extreme adverse weather conditions, acts of terrorism or war, pandemic, epidemic, governmental action or any other event beyond the control of the party in question.
- 16. No Waiver:** No failure or delay by either party in exercising any of its rights under the Contract will be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of the Contract will be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 17. Severance:** In the event that one or more of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) will be deemed severed from the remainder of these Terms and Conditions (and the Contract, as appropriate). The remainder of these Terms and Conditions will be valid and enforceable.
- 18. Data Protection:** Each party agrees to comply with all applicable data protection legislation including, but not limited to, the Data Protection Act 2018, the UK General Data Protection Regulation and any subsequent amendments to them.
- 19. Third Party Rights:** No part of the Contract is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 will not apply.
- 20. Notices:** All notices are to be in writing, addressed to the most recent address or email address notified to the other party and will be deemed duly given if signed by, or on behalf of, a duly authorised officer of the party giving the notice. Notices will be deemed to have been duly given: when delivered, if delivered by courier or registered mail during the normal business hours of the recipient; when sent, if transmitted by email and a successful return receipt is generated; or on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid.
- 21. Law and Jurisdiction**
- 21.1. These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising from them or associated with them) will be governed by, and construed in accordance with, the laws of England and Wales.
- 21.2. Any dispute, controversy, proceedings or claim between the parties relating to these Terms and Conditions or the Contract (including any non-contractual matters and obligations arising from them or associated with them) will fall within the exclusive jurisdiction of the courts of England and Wales.
- 22. Products and Availability**
- 22.1. We make every effort to display accurate and up-to-date information about the products we offer for sale, including descriptions, prices, and availability. However, we do not guarantee the accuracy of this information and reserve the right to make changes at any time without prior notice.
- 22.2. Product availability is subject to change, and we cannot guarantee that any item will remain in stock. In the event that a product is unavailable after an order has been placed, we will notify you and offer an alternative or a full refund.
- 23. Order Process:** By placing an order through our website, you are making an offer to purchase the items in your shopping cart. Orders are subject to acceptance by us, and we reserve the right to refuse any order at our discretion.
- 24. Order Confirmation:** Once you place an order, you will receive an order confirmation email. This does not mean that your order has been accepted. We will send a separate email to confirm when your order has been dispatched.
- 25. Pricing:** All prices are listed in **GBP** (British Pounds) and include VAT unless otherwise stated. Shipping costs will be calculated at checkout and are added to the total order amount.
- 26. Errors in Pricing:** If an error in the price is discovered after your order has been placed, we will notify you as soon as possible and offer you the option to cancel your order or proceed with the corrected price. We reserve the right to cancel any orders where the pricing was displayed incorrectly.
- 27. Payment**
- 27.1. We accept payment via all major credit/debit cards and apple pay on supported devices. All payments are processed securely through our payment provider.
- 27.2. We take the security of your personal and payment details seriously. Our website uses SSL to ensure that

ITS Lifting Ltd – Terms and Conditions

your information is protected.

28. Delivery

- 28.1. We aim to dispatch orders as quickly as possible, typically within 3-5 business days. Delivery times are estimates and not guaranteed. Delays may occur due to factors outside of our control, including shipping carrier issues.
- 28.2. Title and risk of loss for products pass to you upon delivery to the carrier. Once the goods are dispatched, they are your responsibility.

29. Limitation of Liability

- 29.1. To the fullest extent permitted by law, **ITS Lifting Ltd** shall not be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with the use of this website or the purchase of goods.
- 29.2. Customers are responsible for ensuring that purchased products are used in accordance with the manufacturer's instructions. **ITS Lifting Ltd** is not responsible for any injury, damage, or loss resulting from improper use of products.

- 30. **Privacy and Data Protection:** We respect your privacy and are committed to protecting your personal data. Please refer to our **Privacy Policy** for details on how we collect, use, and protect your information.

31. Governing Law and Dispute Resolution

- 31.1. These Terms and Conditions are governed by the laws of England and Wales. Any disputes arising from these terms will be subject to the exclusive jurisdiction of the courts of England and Wales.
- 31.2. In the event of a dispute, we encourage you to contact us at info@its-lifting.co.uk to resolve the issue amicably. If a resolution cannot be reached, the matter may be referred to a dispute resolution service or the courts.

32. Changes to Terms and Conditions

- 32.1. We reserve the right to modify or update these Terms and Conditions at any time. Any changes will be posted on this page, and the updated version will be effective as of the date of posting. We encourage you to review these terms periodically to stay informed of any changes.