

Terms and Conditions

1. Definitions

- "Conditions" means the standard terms and conditions set out in this document and any special terms and conditions agreed in writing by the Owner.
- "Contract" means the contract for the provision of services.
- "Equipment" means Scaffold and Materials.
- "Handing Over Certificate" means the document signed by the Owner and the Hirer on the Owner's completion of any work to a Scaffold.
- "Hirer" means the person(s), firm or company as described in the Quotation for whom the Scaffold will be or has been erected. This is intended to include their servants or agents and any sub-contractor and their servants or agents.
- "Materials" means all scaffolding equipment and any other equipment supplied by the Owner or any other equipment supplied by any person, firm or company which is necessary for the execution of the Owner's duties.
- "Owner" means Proficient Scaffold Ltd. or the person(s) firm or company from whom other equipment is to be hired as detailed in the Quotation.
- "Quotation" means the Owner's offer to the Hirer with regards to the hire, erection and dismantling of the Scaffold, detailing the specifications of the job.
- "Recommendations" means work standards or methods recognised and or recommended by the appropriate professional bodies or trade organisations.
- "Regulations" means any Act of Parliament and any Regulation made from time to time which is in force which affects the erection, alteration, use or dismantling of the Scaffold and / or other equipment referred to in the Quotation.
- "Scaffold" means the structure to be erected and or altered and dismantled by the Owner and any other equipment provided by the Owner in accordance with the terms of the Quotation, or as may be varied from time to time in accordance with these Conditions.

2. Obligations of the Owner

The Owner shall

- ensure that the Scaffold is constructed in accordance with the Hirer's requirements as detailed in the Quotation.
- use their best endeavours to ensure that the Materials used, work procedures and once constructed the Scaffold comply with all applicable Regulations and Recommendations.
- The Owner will at their own expense, replace or repair any defects drawn to their attention in writing, where it is shown that the defects have arisen as a result of faulty design or erection or dismantling by the Owner except where the design has been provided by the Hirer.
- After completion of any erected, altered or substantially dismantled Scaffold the Owner will carry out an inspection in accordance with the Regulations and sign the Handing Over Certificate.

3. Obligations of the Hirer

- Following the completion of the Owner's obligations under Clause 2.1.1 and Clause 2.3 the Hirer shall sign the Handing Over Certificate. The Hirer shall then be responsible for ensuring the Regulations are complied with and assumes responsibility for the Scaffold.
- In accordance with the Regulations the Hirer shall ensure that a competent person inspects the Scaffold before it is used for the first time; after any substantial addition, dismantling or other alteration; after any event likely to have affected its strength or stability; and at regular intervals not exceeding seven days since the last inspection. A written report of the inspection must be produced by the end of the period.
- If the Hirer requests that the Owner carry out the inspections required under clause 3.2 and the Owner agrees to such a request, the Hirer shall pay such sums as determined by the Owner.
- The Hirer shall ensure that they and any other persons the Hirer allow to use the Scaffold comply with the safety conditions detailed in the Quotation and any other provisions regarding safety set out in the Regulations.
- The Hirer shall take reasonable care of the Scaffold and ensure that all people that use it (other than the Owner) do not add sheets that may act as windsails; remove or tamper with any part of the Scaffold whether fixed or unfixed; or remove any other Materials supplied by the Owner.
- The Hirer shall provide reasonable site/general site security to protect all Equipment from theft, loss and malicious damage.

4. Indemnities

- Owner Indemnity
- The Hirers shall wholly indemnify the Owner in respect of all claims from any source at any time during the Contract where any injury or death to persons, damage to property, or loss or damage is caused by, or arises out of, the misuse of Materials or Scaffold by any person other than the Owner or their employees.
- The Hirers shall effect and keep in force at all times policies of insurance in respect of their liabilities under clause 4.1.1 and hereby undertake on request to produce (or cause their insurers to produce) evidence of the extent of cover.
- Hirers Indemnity
- Subject to the provisions of clause 6 the Owner shall indemnify the Hirer against all sums for which the Hirers shall become liable for damages or compensation for bodily injury to or death of any person or for damage to any property real or personal provided the same be caused by the Owner in carrying out the work provided nevertheless that the Owner shall be entitled to conduct in the name of the Hirer and to control all claims or proceedings relating to such injury or death or damage.

In the event of any such bodily injury or death of any person or for damage to any property real or personal notice must be given to the Owner by telephone and confirmed in writing as soon as possible and in any event within 7 days of such injury or death or damage becoming apparent to the Hirer.

- The Owner undertakes to keep in force at all times policies of insurance in respect of their liabilities under clause 4.2.1 and hereby undertake on request to produce (or cause their insurers to produce) evidence of the extent of their cover.

5. Further Work

- Subject to clause 2.2, or if allowed for in the Quotation, alterations and repairs to any part of the Scaffold will be at the Hirer's expense. The Owner may request written instructions from the Hirer before such work proceeds. The Owner will provide a separate quotation for the further work. Where the work has already been carried out by the Owner a quotation shall still be provided to the Hirer and shall form the basis upon which the parties shall agree a price for the work. A price for such work must be agreed within 56 days of the date of the quotation.
- Extra work or minor alterations as requested by the Hirer may be charged for in accordance with the day work rate stated in the Quotation. The Owner shall record on their time cards or duplicate book the number of hours worked while on site should seek signed approval from the Hirer before leaving site, otherwise within 7 days of completing the work the Owner shall submit separate details of the work to the Hirer for approval. If the work is substantial the Owner reserves the right to issue a separate quotation.

6. Liability for fragile roofs, floors and other fragile surfaces and adjacent property

- Notwithstanding the provisions of clause 4.2.1 where the erection alteration or dismantling of the Scaffold involves work on or adjacent to roofs, floors or other fragile surfaces of any premises in respect of which the Scaffold is required, the Owner shall not be liable for damage caused to such roofs or surfaces where such damage is inevitable if the work is carried out in accordance with the Quotation. It is the responsibility of the Hirer to confirm stability of any roof or structure.

7. Payment

- The Owner reserve the right to:
- re-negotiate their contract rates if the original quantities or requirements change
- ask for prior payment from the Hirer or to charge the Hirer a retainer fee. If a retainer fee is charged then the Hirer can not deduct such money from any payments due to the Owner.
- If, the Hirer fails to make payment within the required period then the Owner may issue a written notice stating that they reserve the right to suspend work within five days and repossess all Materials if the Owner considers it safe to do so or alternatively the Owner may terminate the contract unless complete payment is made or other agreements regarding payment are reached.
- Except in respect of death or personal injury caused by the Owner's negligence, or as expressly provided for in these Conditions, the Owner shall not be liable to the Hirer by reason of any representation (unless fraudulent), or any implied warranty, conditions or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or any other claims (whether caused by the negligence of the Owner, its servants or agents or otherwise) which arise out of or in connection with the provision of the service as stated in the Quotation, and the entire liability of the Owner under or in connection with the Contract shall not exceed the amount of the Owner's charges for the provision of the services detailed in the Quotation, except as provided in these Conditions.

8. Hire Period

- The hire period is as stated in the Quotation (subject to clause 7.2).
- If however, the hire period is extended then (subject to clause 9) the Hirer will be charged the rate as stated on the Quotation.

9. Delays

- The Owner shall notify the Hirer as soon as it becomes reasonably apparent that commencement, progress or completion of the Contract will be delayed beyond any agreed schedule.
- Notification shall be in writing and shall inform the Hirer, as far as the Owner is able, of the reasons for the delay.
- If the Hirer considers the reasons to be fair, that is the events are beyond the Owner's control, then the Hirer shall allow the Owner a reasonable extension of time for completion of the Contract.
- If at any time the Hirer intends to bring a claim against the Owner in respect of delay and the Hirer holds the Owner responsible for such delay then the Hirer must notify the Owner in writing setting out the details of any loss or expense claim immediately upon the claim becoming reasonably apparent.

10. Ownership

- The Equipment supplied shall remain the property of the Owner (or where applicable their agents).

- The Hirer shall not sublet, rehire or part with possession of any Equipment.

11. Responsibility for Equipment

- Clause 11.1.1. and 11.1.2. are alternate clauses and the Hirer must refer to the Quotation to see which applies. [11.1.2 intended to apply where the Owner is only on site to erect scaffold structure, and dismantle]
- Owner's responsibility for Equipment
- The Owner shall be responsible for all Equipment whilst it is on site for the duration of the Contract unless loss or damage to the Equipment can be proved to have been caused by the negligence or wilful act or default of the Hirer or other persons for whom the Hirer are responsible. Where such damaged equipment is proved to have been caused aforesaid it shall be made available for inspection to the Hirer for up to 7 days.
- The Hirer shall pay a fair and reasonable charge in respect of any Equipment not returned or shall pay the cost of repairing damage to any Equipment where such failure to return equipment or damage is proved to have been caused aforesaid PROVIDED that such payment does not operate to pass title of any of the Equipment to the Hirer.
- Hirer's Responsibility for Equipment
- The Hirer shall be responsible for and make good to the Owner any proven loss or damage to the Equipment whilst it is on site unless such loss or damage is caused by the negligence or wilful act or default of the Owner or other persons for whom the Owner is responsible.
- The Hirer shall pay a fair and reasonable charge in respect of any Materials not returned or shall pay the cost of repairing damage to the Equipment where such failure to return equipment or damage is proved to have been caused aforesaid PROVIDED that such payment does not operate to pass title of any of the Equipment to the Hirer.
- The Hirer must report loss or damage to the Equipment in writing to the Owner as soon as they become aware of the loss or damage.
- If the lost or stolen Equipment is recovered then provided the Equipment is not damaged the Hirer will be reimbursed 2/3 of any sum that he has been charged by the Owner in accordance with Clause 11.1.2.2.

12. Accidental damage to Scaffold

- If for any reason the stability or strength of the Scaffold is impaired the Hirer should immediately notify the Owner and take steps to clear the area of operatives.
- The Owner will assess the extent of any damage and if they consider it safe to do so will take steps to stabilise the Scaffold or rectify any damage. A "scaffold incomplete" sign shall be displayed during such remedial work. Work shall not recommence until the scaffold has been re-inspected.
- Accidental damage and/or overloading which impairs the stability or strength of the Scaffold may be subject to a charge for repair or replacement.

13. Consents, Licences, Permits & Permissions

- The Hirer shall be responsible for organising, acquiring and maintaining all consents, licences, permits and permissions specific to the work to be carried out by themselves and the Owner
- The Hirer shall provide copies of all consents, licences, permits and permissions to the Owner before work commences.
- The Hirer shall supply, fix and maintain all necessary warning lights, notices, fenders and hoardings etc to the Scaffold as required by the Regulations.
- Without prejudice to the rights of the Owner under any other condition herein contained, the Hirer shall indemnify the Owner in respect of any loss, claim or expense incurred by the Owner due to any failure on the part of the Hirer to fulfil their obligations under clause 13.1, 13.2 & 13.3.
- If additional expense for consents is incurred by the Owner beyond that which could have been reasonably foreseen in the Quotation and the Owner have been compliant to terms if any consent, licence, permit and permission, then such expense shall be added to the price payable by the Hirer.

14. Guard Rails

- No inside guard rails or toe boards will be included in the Quotation unless specifically requested by the Hirer.

15. Satellite Dishes and Aerials

- The Owner shall not be responsible for any interference or any loss of television (or other) signal due to the Scaffold.
- The Hirer shall be responsible for the removal and replacement of satellite dishes and aerials as necessary.

16. Foundations

- 16.1. The Hirer is responsible for providing suitable foundations for the scaffolding structure, which shall result in a levelled strip of at least two metres from the building, which is solid and adequate to withstand and support the loads that are to be imposed by the Scaffold.
- 16.2. The Hirer shall ensure that all obstructions are removed prior to the commencement of work.

17. Insurance for Equipment

- Where clause 11.1.2. applies, the Hirer agrees and covenants with the Owner
- to insure the Equipment for the duration of the Contract for their full replacement value with a reputable insurance company to be approved by the Owner (such approval not to be unreasonably withheld).
- to insure against loss or damage by accident, fire, theft, storm, explosion, subsidence, vandalism, terrorism, vehicular damage, building collapse, any subsequent of war riot or any force majeure and such other risks, if any, against which it is usual to insure the Equipment or against which the Owner reasonably requires insurance.
- to procure that the interest of the Owner in the Equipment is noted by the insurance company and on the insurance policy.
- In the event of the Hirer making default under Condition 17.1, the Owner shall be free to effect such insurance as he thinks fit at the expense of the Hirer and to recover any sums paid by him for this purpose from the Hirer on demand.

18. Termination of the Contract by the Owner

If any of the following events occur:

- 18.1. The Hirer (subject to clause 7.2) fails to pay any sum due under the Contract in accordance with the terms of the Contract and these Conditions by its due date (whether previously demanded or not).
- 18.2. The Hirer shall become bankrupt or commit an act of bankruptcy or make or enter into any deed of arrangement, assignment of composition with their creditors or being a company enter into liquidation whether compulsory or voluntary (except liquidation for the purposes of reconstruction or amalgamation) or suffer or allow the appointment of a receiver or liquidator, or any execution whether legal or equitable to be levied on their property or obtained against them, then the Owner may but without prejudice to any other rights or remedies determine the Contract and remove all their Equipment from the site.
- 18.3. The Hirer commits any breach of these Conditions (whether express or implied).

19. Third Party Rights

- For the purposes of the Contracts (Rights of Third Parties) Act 1999 [and notwithstanding any other provision of this Conditions] these Conditions are not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.