

TERMS & CONDITIONS; Conditions of contract for hire, erection & dismantling of scaffolding



**LIDDIARD
SCAFFOLDING
LIMITED**

Tel: 01730 710578
www.liddscaff.com

1. This quotation is open for acceptance within three months from the date of receipt of the quotation by the Hirers. It is subject to the Owners having available materials and labour at the time of the receipt of the Hirers order, and the Owners receiving reasonable notice to commence work after receipt of the Hirers order, provided that the said notice to commence work shall not be given more than twelve months after the date of acceptance, unless it is otherwise agreed in writing by the parties concerned.

2. The period of hire begins when scaffold section is handed over with certificates and ends as stated in the quotation.

3. It shall be the responsibility of the Hirer to notify the Owners when the scaffolding is ready to be dismantled. If said notification is not received, the scaffold will go into extra hire and will be chargeable at 5% of contract value per week (or pro rata the amount still on site) or the given rate on quotation. The scaffold will remain on hire until such time.

4. The owners will exercise all proper care to ensure that the scaffolding is soundly and adequately constructed for the purpose for which the Hirers have requested, and that when constructed it complies with requirements of The Construction (Design & Management) Regulations 2015.

After erection of scaffolding, or any alterations that have been completed by the Owners, it will be the responsibility of the Hirers to carry out periodic inspections required by the Building Regulations and to ensure that the scaffolding is used in accordance with, and continues to comply with The Construction (Design & Management) Regulations 2015.

No scaffolding material or plant is to be used for any other purpose than that stated in the quotation. Any unauthorised use of any plant will be the subject of extra charges, without prejudice to any other rights of the Owners.

5. The Hirers shall use the scaffolding at their own risk in all respects and shall indemnify the Owners against all claims, damages and costs arising out of the scaffolding except that where such claims, damages and costs are due to negligence of the Owners. The latter shall be responsible for and indemnify the Hirers against such claims, damages and costs; provided that it shall be a condition precedent to the Owners bearing responsibility therefore that the Hirers give forthwith to the Owners written notice specifying the said damage.

The Hirer shall also be responsible to the Owners and/or any other persons involved for damages arising due to the Hirers or his employees interfering with any structure or boards originally positioned/fixed by the Owners.

6. When erecting and dismantling scaffolding erected on roofs, every care will be taken to prevent any damage, but our quotation is submitted on the express condition that the Owners will not be held responsible for broken slates or tiles or any other damage however caused.

6a. The Hirers and the Owners respectively shall affect and keep in force during all materials times policies of insurance of adequate amounts against their respective liabilities under any statute in force for the time being in respect of injuries to persons and at Common Law in respect of injuries to persons of property arising out of and in the course of execution of the work and/or arising out of and in the course of the employment of any workmen employed by them respectively.

6b. The Hirer shall be responsible for, and insure against loss and damage by fire to the scaffolding however caused.

7. All materials let out on hire always remain the property of the Owners. In the event of default in payment by the Hirers, the Owners so far as they lawfully can, shall resume possession of the goods.

8. Unless otherwise agreed any alterations required by the Hirers will be carried out by Liddiard Scaffolding operatives only, at day work rates quoted, plus expenses agreed and authorised. Where any work is carried out at day work rates, the total number of hours booked, and as shown on the Owners time sheets, will be chargeable at the rates given at the time the works are requested.

9. Receipts for all materials delivered to and taken from the site shall be issued in the usual manner. In absence of the Hirers representative the Owners records shall be forwarded to and deemed to be accepted to be accepted by the Hirers.

10. The Hirers shall pay in respect of any material lost the full current catalogue price and in respect of materials damaged the cost of repair (loss or damage by the fire expected).

11. The Owners will not be responsible for consequential loss caused by the negligence acts of any other employees; the Owners are insured in respect of Workmen's Compensation and Public Liability.

12. The quotation is based upon the rates of wages and other emoluments and expenses payable by the Owners to work people engaged upon the erection of scaffolding in accordance with the rules and decisions of the National Joint Council for the Building Industry applicable and current at the date of the quotation. Increases or decreases in costs which are consequent upon changes in the said rules or decisions shall be net addition to or deduction from the price quoted.

13. The Hirers will be solely responsible for obtaining any permissions, pavement licence, party wall or dispensations needed and for the fixing and maintenance of any lights needed during darkness, unless otherwise agreed at the time of the quotation / order.

14. If completion of the works specified in the quotation herein be delayed for any reason, outside of the owners control, the Owners shall immediately give notice thereof in writing to the Hirers and a fair and reasonable extension of time for completion of the works shall thereafter be agreed between the parties, and in default of agreement shall be settled by arbitration in accordance with Condition 16 hereof.

15. In the event of any disagreement arising in connection with or out of any contract placed on this quotation, the matters in dispute shall be referred to arbitration in accordance with the Arbitration Act 1996.

16. The Hirers shall ensure that the site is cleared and ready for the erection of the scaffolding before the Owners are asked to start erection and that the foundations upon which the Owners are to erect are sufficiently firm and otherwise suitable safely to carry the scaffolding and the loads to be put on it without subsidence and the Hirers will be liable to us for any loss, costs, or damages which the Owners may suffer or incur by reason the Hirers failure to carry out their obligations here under.

17. In the event of default in the payment for any reason whatsoever, Bankruptcy, Liquidation, Appointment of Receiver, Composition with Creditors, Deed of Arrangement, the Hirer shall as far as he can assist the Owner to recover possession.

18. The Hirers shall ensure that all the scaffolding is swept clear of any debris, building rubbish or building equipment etc. prior to dismantling.

19. All new customers are to pay on erection of scaffolding and all accounts are to be paid within 14 days from the date of the invoice.

20. Temporary Roofs – Are only a temporary cover which cannot be guaranteed whatsoever watertight, and we will not accept any responsibility for water penetration. Any guttering requirements are to be supplied and fixed by main contractor.

21. In accepting our quotation, you are accepting the terms & conditions as stated above.

**Liddiard Scaffolding Limited, Area C, Upper Adhurst Ind. Park, London Road, Sheet, Nr. Petersfield,
Hampshire, GU31 5AE**

VAT Reg no. 723373936 Registered in England no. 3344527

Registered address: Wellesley House, 204 London Road, Waterlooville, Hampshire PO7 7AN

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