



1. DEFINITIONS

- (a) The “**Contract**” is the Contract between the Contractor and the Sub Contractor for the hire of Scaffolding and/ or the supply of labour and any associated Plant, which incorporates the Offer and is governed by these conditions.
- (b) The “**Hire Period**” shall commence from the time when the Sub Contractor issues a Handing-over Certificate and shall continue until the Contractor issues a Permit to Dismantle. For the avoidance of doubt the Hire Period includes the time the Scaffolding and any associated Plant is left on site during a Holiday Period
- (c) The “**Contractor**” is the Company, firm, person, Corporation or public authority taking the Sub Contractors Scaffolding on hire and includes their successors or personal representatives.
- (d) “**Holiday Period**” covers any cessation of work over Easter, Christmas and the New Year; as well as any other Bank or Public holidays.
- (e) “**Offer**” is the Sub Contractors offer to hire the Scaffolding to the Contractor which will include details of the Scaffolding to be hired, the Hire Period, relevant hire rates and charges and any supplementary conditions to be incorporated into the Contract. It may be titled quotation. The offer is capable of acceptance and will remain open for acceptance for a period of 30 days from the date thereof.
- (f) The “**Sub Contractor**” shall mean Artel Scaffolding Ltd, and/ or their successors, assignees or personal representatives.
- (g) “**Scaffolding**” covers all classes of Scaffolding, or replacement Scaffolding, Tubes, boards, fittings, ladders, gin wheels, hoists, sheets, ties, associated plant, machinery, vehicles, equipment, accessories, and any ancillary items, vehicles or equipment, which the Sub Contractor agrees to hire to the Contractor, or anything which is supplied by the Sub Contractor to effect the hire, and anything supplied by the Sub Contractor for the safe operation and routine inspection and maintenance of the Scaffolding and any associated plant.
- (h) A “**Working Day**” shall be from 8.00 am to 4.00 pm, Monday to Friday allowing a half-hour lunch break each day.
- (i) A “**Working Week**” covers the period from 8.00 am on Monday to 16.00 pm on Friday, unless otherwise specified in the Contract.
- (j) “**Services**” shall mean any work and labour supplied by the Sub Contractor pursuant to the Contract up to the issue of the Handing-over Certificate together with any other work and labour supplied thereafter.
- (k) “**Handing-over Certificate**” shall mean the certificate issued by the Sub Contractor to the Contractor upon completion of erection of the Scaffolding.
- (l) “**Permit to Dismantle**” shall mean the document issued by the Contractor to the Sub Contractor requesting that the scaffolding is to be dismantled. In lieu of this document and for the purposes of calculating the Hire Period it will be the last inspection on record plus 7 days.
- (m) “**Schedule of Works**” shall means either of the following documents included in the contract, "Contract Sum Analysis, Scope of Works, Schedule of Works and/or the like"



2. EXTENT OF CONTRACT

No terms, conditions or warranties other than as specifically set forth in the Offer shall be deemed to be incorporated or to form part of the Contract or shall otherwise govern the relationship between the Sub Contractor and the Contractor in relation to the hire, erection and dismantle of any particular Scaffolding pursuant to the Offer. This excludes all other terms or conditions which the Contractor may seek to apply under any order or acknowledgement or acceptance or similar document and supersedes all prior negotiations, representations or agreements, whether written or oral unless and to the extent that they are expressly accepted in writing and signed by the Sub Contractor. The Sub Contractor and the Contractor do not intend that any of the terms of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to the Contract, except that a person who is a successor to or an assignee of the rights of the Sub Contractor is deemed to become a party to the Contract after the date of succession or assignment (as the case may be).

3. ACCEPTANCE OF SCAFFOLDING

Acceptance of the Scaffolding commencing on site implies acceptance of all terms and conditions herein unless otherwise previously agreed in writing.

4. UNLOADING AND LOADING

The Contractor shall be responsible for the unobstructed access and egress and, unless otherwise agreed in writing, for unloading and loading of the Scaffolding at the site; and any personnel supplied by the Sub Contractor for such unloading and / or loading shall be deemed to be under the direction and control of the Contractor. Such personnel shall for all purposes in connection with their employment in the unloading and / or loading of the Scaffolding be regarded as the servants or agents of the Contractor (but without prejudice to any of the provisions of clause 13) who shall be solely responsible for all claims arising in connection with unloading and / or loading of the Scaffolding by, or with the assistance of, such personnel.

5. DELIVERY IN GOOD ORDER AND MAINTENANCE: INSPECTION REPORTS

(a) Unless notification in writing to the contrary is received by the Sub Contractor from the Contractor within four working days, the Scaffolding shall be deemed to be in good order, save for either an inherent fault or a fault not ascertainable by reasonable examination. The Contractor shall be responsible for the safe keeping of the Scaffolding, its use in a workmanlike manner within the rated capacity and in accordance with the designed intention, and its return on the completion of the Hire Period in equal good order (fair wear and tear excepted).

(b) The Contractor shall at all times when hiring Scaffolding take all reasonable steps to keep himself acquainted with the state and condition of the Scaffolding. If such Scaffolding is in use in an unsafe



and unsatisfactory state or environment, the Contractor shall be solely responsible for any damage, loss, cost, expense or accidents whether directly or indirectly arising therefrom.

(c) Any inspection report required under the relevant legislation, or a copy thereof, shall be supplied by the Sub Contractor if included within the Offer.

6. SERVICING AND INSPECTION

The Contractor shall at all reasonable times allow the Sub Contractor, his agents or his insurers to have access to the Scaffolding to inspect, test, adjust, repair or replace the same. So far as reasonably practicable the Contractor shall allow such access during the Working Day.

7. GROUND AND SITE CONDITIONS

(a) The Contractor is deemed to have knowledge of the site or the property or land where the Scaffolding is to be delivered and the Contractor warrants that the condition of the site or place of delivery of the Scaffolding is suitable for the use of such Scaffolding.

(b) If, in the opinion of the Contractor, the ground (including any private access road or track) is soft or unsuitable for the Scaffolding, travel over, be transported over, be erected or dismantled on without additional support, the Contractor shall supply and install suitable support in a suitable position for the Scaffolding to be transported over, be erected or dismantled on, including for the purpose of delivery and collection.

(c) Any material supplied by the Sub Contractor is provided solely to assist the Contractor under their duties within clause 7(b) and expressly not to relieve him of his legal, regulatory or contractual obligations to ensure adequate stability of the Scaffolding.

(d) The Contractor is responsible for the protection of, and liable for any damage to, any underground, surface or above ground finishes and utilities including, but not limited to cables, ducts, water pipes and gas lines, and any pavements, bridges, tunnels, cladding, glazing, brickwork, stonework, roadways and the like on or adjacent to the site and the Contractor shall liaise as necessary and comply with all requirements of the relevant statutory authority or similar body.

8. HANDLING OF SCAFFOLDING

(a) When a driver or operator or any person is supplied by the Sub Contractor as indicated in the offer, the Sub Contractor shall supply a person competent in operating the Scaffolding or for such purpose for which the person is supplied and such person shall be under the direction and control of the Contractor. Such drivers or operators or persons shall for all purposes in connection with their employment in the working of the Scaffolding be regarded as the servants or agents of the Contractor (but without prejudice to any of the provisions of clause 13) and the Contractor shall be solely responsible for all claims arising in connection with the operation of the Scaffolding by the said drivers / operators / persons.

(b) The Contractor shall not allow any other person to operate such Scaffolding without the Sub Contractor's prior written consent.



(c) Such drivers or operators or persons shall not operate any other Scaffolding or machinery or undertake work other than that for which they are supplied by the Sub Contractor unless previously agreed in writing between the Sub Contractor and the Contractor.

9. BREAKDOWN, REPAIRS AND ADJUSTMENT

(a) Any breakdown or the unsatisfactory working of or damage to any part of the Scaffolding must be notified immediately to the Sub Contractor, and confirmed in writing. Any claim for breakdown time will only be considered from the time and date at which written notification is received and acknowledged by the Sub Contractor.

(b) Full allowance for the hire charges set out in the Offer will be made to the Contractor for any stoppage due to breakdown of the Scaffolding caused by the development of either an inherent fault or a fault not ascertainable by reasonable examination and for all stoppages for normal running repairs in accordance with the terms of the Contract.

(c) The Contractor shall not repair, modify or alter the Scaffolding without the prior written permission of the Sub Contractor.

(d) The Contractor shall be responsible for all expense involved arising from any breakdown, unsatisfactory working of or damage to any part of the Scaffolding due to the Contractor's negligence, misdirection or misuse of the Scaffolding, whether by the Contractor or his servants, and for the payment of hire at the offer rate as defined in clause 25, during the period the Scaffolding is necessarily idle due to such breakdown, unsatisfactory working or damage. The Contractor is responsible for the cost of spares and / or repairs due to theft, loss or vandalism of the Scaffolding.

10. OTHER STOPPAGES

No claims will be admitted (other than those allowed for under "Breakdown" (clause 9) or for "Idle Time" (clause 25), as herein provided), for stoppages through causes outside the Sub Contractor's control, including but not limited to bad weather and / or ground conditions nor shall the Sub Contractor be responsible for the cost or expense of recovering any Scaffolding from soft or unsuitable ground, locations, or hazardous environments. For the avoidance of doubt, the Contractor shall be responsible for the cost and expense of recovering any Scaffolding from soft or unsuitable ground, locations or hazardous environments.

11. LOSS OF OTHER SCAFFOLDING DUE TO BREAKDOWN

Each item of Scaffolding specified in the Contract is hired as a separate unit and the breakdown or stoppage of one or more units or vehicles (whether the property of the Sub Contractor or otherwise) through any cause whatsoever, shall not entitle the Contractor to compensation or allowance for the loss of working time by any other unit or units of Scaffolding working in conjunction therewith, provided that where two or more items of Scaffolding are expressly hired together as a unit, such items shall be deemed to be one unit for the purpose of breakdown.

12. LIMITATION OF LIABILITY



Except for liability on the part of the Sub Contractor which is expressly provided for in the Contract (including these clauses):

(a) the Sub Contractor shall have no liability or responsibility for any loss, or damage of whatever nature due to or arising through any cause beyond his reasonable control;

(b) the Sub Contractor shall have no liability or responsibility, whether by way of indemnity or by reason of any breach of the Contract, breach of statutory duty or misrepresentation or by reason of the commission of any tort (including but not limited to negligence) in connection with the hire, for any of the Contractor's loss of profit, loss of use of the Scaffolding or any other asset or facility, loss of production or productivity, loss of contracts with any third party, liabilities of whatever nature to any third party, and / or any other financial or economic loss or indirect or consequential loss or damage of whatever nature; and

(c) whenever the Contract (including these clauses) provides that any allowance is to be made against hire charges, such allowance shall be the Contractor's sole and exclusive remedy in respect of the circumstances giving rise to the allowance, and such remedy shall be limited to the amount of hire charges which would otherwise be or become due if the allowance in question had not been made.

(d) For the avoidance of doubt, nothing in these conditions limits or seeks to exclude the Sub Contractor's liability for claims of death or personal injury caused by the Sub Contractor's negligence, fraud or for any other liability for which it is not permitted to seek to limit or exclude by operation of law.

13. CONTRACTOR'S RESPONSIBILITY FOR LOSS AND DAMAGE

(a) For the avoidance of doubt it is hereby declared and agreed that nothing in this clause affects the operation of clauses 4, 5, 8 and 9 of these conditions.

(b) For the duration of the Hire Period (which for the avoidance of doubt includes the time Scaffolding is left on site during a Holiday Period) the Contractor shall, subject to the provisions referred to in sub paragraph (a) make good to the Sub Contractor all loss of or damage to the Scaffolding from whatever cause the same may arise, fair wear and tear excepted, and except as provided in clause 9 herein, and shall also fully and completely indemnify the Sub Contractor and any personnel supplied by the Sub Contractor in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with or arising out of the storage, transit, transport, unloading, loading or use of the Scaffolding during the continuance of the Hire Period, and in connection therewith, whether arising under statute or common law. In the event of loss of or damage to the Scaffolding, hire charges shall be continued at Offer rates as defined in clause 25 until the settlement has been agreed. Payment of the settlement must be made within 21 calendar days of the date of the agreement or idle time charges can be reinstated from the date of that agreement. Should idle time charges be re-instated, the agreed settlement figure remains payable in full.

(c) Notwithstanding the above the Contractor shall not be responsible for damage, loss or injury:

(i) prior to delivery of any Scaffolding to the site (or, where the site is not immediately adjacent to a highway maintainable at the public expense, prior to its leaving such highway) where the



Scaffolding is in transit by transport of the Sub Contractor or as otherwise arranged by the Sub Contractor,

(ii) during the erection and / or dismantling of any Scaffolding where such Scaffolding requires to be completely erected / dismantled on site, provided always that such erection / dismantling is under the exclusive control of the Sub Contractor or his agent,

(iii) after the Scaffolding has been removed from the site and is in transit on a highway maintainable at the public expense (or where the site is not immediately adjacent to a highway maintainable at the public expense after it has joined such highway) to the Sub Contractor by transport of the Sub Contractor or as otherwise arranged by the Sub Contractor,

(iv) where the Scaffolding is travelling to or from a site on a highway maintainable at the public expense (or, where the site is not immediately adjacent to a highway maintainable at the public expense, prior to its leaving or after its joining such highway) under its own power with a driver supplied by the Sub Contractor.

14. NOTICE OF ACCIDENTS

If the Scaffolding is involved in any accident resulting in injury to persons or damage to property, immediate notification must be given by the Contractor to the Sub Contractor by telephone and confirmed in writing to the Sub Contractor no later than 24 hours after such telephone notification. In relation to any claim in respect of which the Contractor is not bound to fully indemnify the Sub Contractor, no admission of liability, offer, promise of payment or indemnity shall be made by the Contractor without the Sub Contractor's prior written permission.

15. RE-HIRING ETC.

Neither the Scaffolding nor any part thereof shall be re-hired, sub-let, or lent to any third party without the prior written permission of the Sub Contractor.

16. CHANGE OF SITE

The Scaffolding shall not be moved from the site to which it was delivered or consigned without the prior written permission of the Sub Contractor.

17. PERFORMANCE

(a) The Sub Contractor will use its reasonable endeavors to comply with any date or dates from dispatch or delivery of the Scaffolding and for the supply or completion of The Service but such date or dates shall not be binding and only constitute statements of expectations. Failure to comply with such dates shall not constitute a breach of contract nor shall the Sub Contractor be liable in respect any claims, actions, proceedings, loss, damage, costs or expenses whether direct, indirect, economic or consequential.

(b) If the Sub Contractor is prevented or hindered from performing the contract or any part of thereof by any circumstances beyond its reasonable control including (but without limiting the generality of the foregoing) strikes, lock-outs, lock-downs or other industrial action, inability to obtain materials or



labour, power or machinery breakdown or failure, fire, flood, civil, commotion, or any other cause of whatever kind and whenever occurring further performance of The Contract shall be suspended for so long as the Sub Contractor is so prevented or hindered provided that if the performance of the Contract is suspended for more than 3 consecutive calendar months the Contractor shall be entitled by notice in writing to the Sub Contractor forthwith to terminate The Contract or to cancel any outstanding part therefore and in such circumstances The Contractor shall pay at the contract rate for all Scaffolding and Services supplied to the actual date of termination. The Sub Contractor shall not have any liability to the Contractor for any direct, indirect, economic or consequential loss or damage suffered by the Contractor as a result of the Sub Contractor's inability to perform its obligations hereunder.

(c) Where Scaffolding is delivered or Services are supplied by instalments each such instalment shall be deemed to be supplied under a separate contract to which these Conditions shall apply mutatis mutandis no default in respect of any one instalment shall affect or prejudice due performance of The Contract as regards any other instalment.

(d) If performance of The Contract is suspended at the request of or delayed through default of The Contractor included (without prejudice to the generality hereof) lack of, incomplete or incorrect instructions or refusal to accept delivery of the Scaffolding or services for a period of 7 days, The Sub Contractor shall be entitled to payment at the contract rate for Services already performed, Scaffolding ordered and any other additional costs thereby incurred.

(e) The Sub Contractor shall be entitled without the prior approval of the Contractor to assign, subcontract or sublet The Contract or any part thereof, but the Contractor shall not be so entitled without the prior approval of the company.

18. BASIS OF CHARGING

(a) The Contractor shall render to the Sub Contractor for each Working Week an accurate statement of the number of hours any attendance operatives have worked each day. When any personnel, operator or driver is supplied by the Sub Contractor, the Contractor shall sign their time record sheets. The signature of the Contractor's representative shall bind the Contractor to accept the hours shown on the time records sheets.

(b) Full allowance will be made for breakdown periods resulting from mechanical or electrical faults or absence of driver or operator supplied by the Sub Contractor except where breakdown is due to acts or omissions of third parties and / or the Contractor's misuse, misdirection or negligence, subject however to the provisions of clause 8 of these conditions.

(c) Breakdown time in respect of such periods shall be allowed for not more than the Working Day less the actual hours worked.

(d) Scaffolding shall be hired out for a minimum of 4 weeks and/ or the hire period stated in the offer which ever is the greater.

(e) In the case of Scaffolding which is required to be dismantled for the purpose of transportation, if the Sub Contractor agrees to a modification of the hire charge for the period required for assembling on site and dismantling upon completion of the Hire Period, such modification of the hire charge and the Hire Period for which it shall apply shall be stated in the Offer / Contract.



19. PRICE

(a) The price is set out in the Offer and is exclusive of VAT (which will be added at the relevant rate at the appropriate tax point)

(b) Any variation or alteration will be the subject of a separate quotation and these Conditions shall apply mutatis mutandis to any contract based on such separate quotation. Such quotations will be deemed to be accepted by the Contractor unless queried or rejected in writing within 7 days from the date of quotation. The Contractor undertakes not to carry out or cause or permit to be carried out any alteration, adaption, variation or addition to the structure or to interfere with it in any way except as provided for in this quotation.

(c) The Sub Contractor requires that the Contractor ensures that the Offer correctly interprets the Contractor's requirements.

(d) Prices are based on condition that each site visit constitutes a full day(s) work and is economically viable for the Sub Contractor to undertake the works.

20. SCAFFOLDING HIRED BY THE WEEK WITHOUT QUALIFICATION AS TO HOURS

The weekly rate shall be charged irrespective of the number of hours worked, except in the case of breakdown for which the Sub Contractor is responsible when an allowance pro rata of the agreed weekly rate or pro rata of the agreed monthly rate will be made for each full Working Day broken down calculated to the nearest half Working Day.

21. PAYMENT

(a) Payment terms are as per the following options, option (A) always applies unless option (B) is agreed in writing:

Option A – For valuation purposes 100% of the contract sum will be charged on erection. Payment terms will be 14 day(s) net from date of invoice or prior to dismantle, whichever is sooner. Scaffold will only be fully dismantled once all outstanding payments are made and written confirmation to dismantle the scaffold has been received by the Sub Contractor. Where consumable costs are included within the Offer, these will be charged in full upon Hand over of the scaffold

Option B – For valuation purposes the following percentages apply

(i) For 70% of the Offer price upon the issue of the Handing-over Certificate; and

(ii) For 30% of the Offer price after dismantling of the scaffolding is complete. These provisions relating to the issue of invoices may be varied by the written agreement of the parties. Any error in any invoice rendered may be corrected in any subsequent invoice or invoices. Payment terms will be 14 day(s) net from date of invoice

(b) Where the service performed under The Contract include the supply of labour on site at the specific request of the Contractor, the Contractor shall be charged, at the hourly rates set out on the Offer, for



the man hours worked as shown on the Sub Contractors time sheets, which shall be conclusive proof of the time worked. Invoices may be rendered weekly in respect of such Services and shall be accompanied by supporting Time Sheets. Any error in any invoice rendered may be corrected on any subsequent invoice or invoices.

(c) Where men employed by the Sub Contractor remain on site at the request of the Contractor, the Sub Contractor shall be entitled to charge for a full day work for each of the men irrespective of whether the men or any of them are actually engaged in working throughout the entire day that they so remain.

(d) Time for payment shall be of the essence and failure to pay within the time specified shall entitle the Sub Contractor upon notice to the Contractor to suspend further performance of The Contract pending payment, to repossess any Scaffolding in the possession or control of the Contractor and to cancel the contract or any other contract between parties without prejudice to any other remedy of the Sub Contractor. For the purposes of exercising the right of repossession here in the Sub Contractor may enter on any premises where Scaffolding is situated with such men, vehicles, machinery or Scaffolding as it deems necessary and the Contractor shall render all lawful assistance to the Sub Contractor.

(e) The Contractor may not set-off against any monies due to the Sub Contractor under The Contract any amount claimed by or due to the Contractor from the Sub Contractor whether under this contract or on any other account whatsoever.

(f) The Sub Contractor shall be entitled to interest both before and after judgement on any part of the contract price not paid by its due date until actual payment at the rate of 8% per annum above the base lending rate of Barclays bank PLC prevailing at the date of the relevant invoice or invoices.

(g) In the situation where the Contractor fails to pay, for the purposes of these conditions it will become the responsibility of the Contractors(s) client to make the required payment in full within 30 days of the due date. Following this if payment is still not forthcoming , the Sub Contractor will remove access to the scaffold and no work shall take place on the scaffold without written consent from the Sub Contractor. The scaffold will stay insitu until payment plus any incurred costs has been made and received by the Sub Contractor.

22. "ALL-IN" RATES

Where "All-In" rates are charged by agreement the minimum period shall be as defined in the Contract and in accordance with the hire rates and terms contained therein, subject to the provisions of clause 26.

23. HIRE PERIOD

(a) Hire Period commences at the date of the first Handover certificate.

(b) Chargeable Hire Period will run from commencement hire period until total dismantle has been achieved. The Sub Contractor must be notified in writing by the Contractor to commence the dismantle of the scaffold.

(c) Additional Hire charges will be charged per week as per the rate stated in the Offer. If the Hire



period finishes mid week the charges will be rounded up to the nearest week.

(d) Additional Hire rates are to be calculated on the whole rate and not just the material element of the works.

(e) Upon the completion of the Hire Period, the Contractor shall clean and where necessary, decontaminate the Scaffolding. All fuel and contaminants will be removed from boards, Tube and fittings etc. The Contractor shall be liable for any costs, liabilities and expenses incurred by the Sub Contractor should the Contractor fail to comply with this clause.

24. CONTRACTOR'S LIABILITY DURING THE NOTICE OF TERMINATION OF CONTRACT

(a) Where the Hire Period is indeterminate or having been defined becomes indeterminate the Contract shall be terminable by seven days notice in writing given by either party to the other except in cases where the Scaffolding has been lost or damaged. Notwithstanding that the Sub Contractor may have agreed to accept less than 7 days notice of termination, the Contractor's obligations under clause 13 shall continue until the Scaffolding is returned to the Sub Contractor in accordance with clause 31 or until the Sub Contractor has collected the Scaffolding within the 7 days following the acceptance of short notice. Oral notice given by the Contractor to the Sub Contractor's driver or operative shall not be deemed to constitute compliance with the provisions of this clause.

(b) Without prejudice to clause 24(a), should the Contractor fail to make the Scaffolding available for collection by the Sub Contractor before the end of the 7 day notice, the Contractor's obligations under clause 13 shall continue for a further 3 days or until such time as the Scaffolding is made available for collection and the Sub Contractor has collected the Scaffolding. For the avoidance of doubt, where the Contractor gives a notice pursuant to clause 24(a) but subsequently and with the consent of the Sub Contractor, withdraws such notice, the obligations of clause 13 shall continue to apply and the requirements of clause 24 will apply to any later termination of the Contract.

(c) If the Contractor terminates the Contract before the Hire Period commences, then the Contractor is liable for all reasonable costs and charges incurred by the Sub Contractor or to which the Sub Contractor is committed at the time of termination.

25. IDLE TIME

When the Scaffolding is not being used, the hire charges shall be charged at the full hire rate.

26. WAGES AND OTHER CHARGEABLE ITEMS RELATING TO DRIVERS AND OPERATORS OF SCAFFOLDING

All chargeable items shall be paid by the Contractor at the rates set out in the Contract save that any subsequent increases before and / or during the Hire Period arising from awards under any wage agreements and / or from increases in the Sub Contractor's statutory contribution shall be charged as additions at cost by the Sub Contractor and shall be admitted and paid by the Contractor.

27. TRAVELLING TIME AND FARES



Travelling time, fares and similar expenses for drivers, operators and any person supplied by the Sub Contractor, incurred at the beginning and end of the Hire Period and where appropriate return fare of the driver, operator and any person supplied by the Sub Contractor to his home will be chargeable at cost. No charge shall be made by the Sub Contractor for any such expenses incurred by other employees of the Sub Contractor for the purpose of servicing, repair or maintenance of Scaffolding, unless necessitated by the Contractor's negligence, misdirection or misuse of the Scaffolding.

28. FUEL, OIL AND GREASE

Fuel, oil and grease shall, when supplied by the Sub Contractor, be charged at net cost or an agreed estimate of net cost, and when supplied by the Contractor, shall be of a grade or type specified by the Sub Contractor. The Contractor shall be solely responsible for all damages, losses, costs and expenses incurred by the Sub Contractor if the Contractor uses the wrong fuel, oil or grease.

29. DESIGN

(a) The Construction (Design and Management) Regulations 2007, Regulation 11 and 13, require that the Sub Contractor make Contractors aware of THEIR duties imposed by the Regulations. Guidance on YOUR duties is published by the HSE in the form of an approved code of practice.

(b) Where a design has been produced at tender stage as requested by the Contractor, the Sub Contractor is entitled to recover all costs associated with the design works undertaken.

30. SUB CONTRACTOR'S NAME PLATES

The Contractor shall not remove, deface or cover up the Sub Contractor's name plate or mark on the Scaffolding indicating that it is his property, without the prior written permission of the Sub Contractor.

31. TRANSPORT

The Contractor shall pay the cost of and if required by the Sub Contractor, arrange transport of, the Scaffolding from the Sub Contractor's depot or other agreed location to the site and return to the Sub Contractor's named depot or other agreed location on completion of the Hire Period.

32. GOVERNMENT REGULATIONS

(a) The Contractor will be responsible for compliance with relevant regulations issued by the Government or Local Authorities, including regulations under the Environmental Acts, Factories Acts, Health and Safety at Work, etc. Act and observance of the Road Traffic Acts should they apply, including the cost of road fund licences and any insurances made necessary thereby, save that if and during such time as the Scaffolding is travelling, whether for full or part journey from Sub Contractor to site and site to Sub Contractor under its own power with a driver supplied by the Sub Contractor, the Sub Contractor and not the Contractor shall be responsible as aforesaid.

(b) The Contractor shall indemnify the Sub Contractor against any charges or fines that the Sub Contractor may become liable for as a result of the operation of the Scaffolding during the Hire Period.



33. PROTECTION OF SUB CONTRACTOR'S RIGHTS

(a) The Contractor shall not re-hire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the Scaffolding except as provided under clause 15 and shall protect the same against distress, execution or seizure and shall indemnify the Sub Contractor against all losses, damage, costs, charges and expenses arising as a direct result of any failure to observe and perform this condition except in the event of Government requisition.

(b) The Sub Contractor may terminate the Contract forthwith by written notice to the Contractor if one or more of the following events occur:

(i) The Contractor defaults in punctual payment of any sum due to the Sub Contractor for hire of Scaffolding or other charges payable pursuant to these conditions;

(ii) The Contractor fails to observe and perform the terms and conditions of the Contract;

(iii) The Contractor suffers, or the Sub Contractor reasonably believes that the Contractor shall suffer, any distress or execution to be levied against him;

(iv) The Contractor makes or proposes to make any arrangement with his creditors or becomes insolvent within the meaning of Section 113 of the Housing Grants, Construction and Regeneration Act 1996 or any amendment or re-enactment thereof for the time being in force; or

(v) The Contractor does or causes to be done or permit or suffer any act or thing whereby the Sub Contractor's rights in the Scaffolding may be prejudiced or put into jeopardy.

(c) In the event of termination under sub-paragraph

(b) above:

(i) The Contractor must give the Sub Contractor or his agents, immediate unobstructed access to recover the Scaffolding.

(ii) The Sub Contractor shall be entitled to claim the hire charges outstanding as at the date of termination of the hire under this clause and return transport charges under clause 31.

(d) The rights under sub-paragraph (b) and (c) above:

(i) May be exercised notwithstanding that the Sub Contractor may have waived some previous default or matter of the same or a like nature.

(ii) Shall not affect the Sub Contractor's right to claim damages for breach of Contract or recover any sums due under the Contract as a debt.

(e) If the Contractor does not make payment of a sum by the final date on which payment is due to be made, the Sub Contractor has the right to suspend performance of its obligations under the Contract.



The right to suspend may not be exercised without first giving to the Contractor at least 7 days notice in writing of the Sub Contractor's intention to suspend performance, stating the ground or grounds on which the Sub Contractor intends to suspend performance. The right to suspend performance will cease when the Contractor makes payment in full of the amount due.

34. CHANGES IN NORMAL WORKING WEEK

The foregoing provisions have been framed upon the basis of the Contractor working a 5-day week of 39 hours; it is hereby agreed that in the event of:

(a) there being any agreed change in the normal weekly hours in the industry in which the Contractor is engaged or,

(b) the Contract being made with reference to a 5 day week of other than 39 hours. Clauses 1(h) and (i), 18(c) and (d), 20 and (in regard to breakdown allowance and reduction for statutory holidays) 21 shall be deemed to be modified conformably and in the event of an alteration in the normal weekly working hours in the said industry the "Hire Rates and Terms" of Scaffolding hired for a minimum weekly or daily period shall be varied pro rata.

35. DISPUTE RESOLUTION

(a) If the site is situated within the United Kingdom, then the court whose jurisdiction covers the site will have exclusive jurisdiction and interpretation of the law for this Contract. If the original site is not situated within the United Kingdom, then the relevant jurisdiction and interpretation of the law of the Contract will be governed by the country where the Sub Contractor's head office is located.

(b) Both parties to the Contract have a right to refer any difference or dispute arising under or in connection with the Contract to adjudication and the procedure set out in Part 1 of the Scheme for Construction Contracts (England and Wales) Regulations 1998 (or any amendment or re-enactment thereof for the time being in force) will apply. The person (if any) specified in the Contract to act as adjudicator may be named in the Offer. The specified nominating body to select adjudicators shall be **ConstructionAdjudicators.com**

(c) The Sub Contractor and the Contractor shall comply forthwith with any decision of the adjudicator; and shall submit to summary judgment and enforcement (and / or, under Scots law, shall consent to a motion for summary decree and submit to enforcement) in respect of all such decisions; in each case, without any defence, set-off, counterclaim, abatement or deduction. Where, under Scots law, the Sub Contractor, the Contractor, or the adjudicator, wishes to register a decision of the adjudicator for execution in the Books of Council and Session, any other party shall, on being requested to do so, forthwith consent to such registration by subscribing the decision before a witness.

36. LATE PAYMENTS

The Sub Contractor reserves the right to charge the Contractor for the late payment of any outstanding invoices under the Late Payment of Commercial Debts (Interest) Act 1998, or any subsequent legislation.



37. SEVERABILITY

If any of these clauses are held to be unlawful, void or unenforceable, then that clause will be deemed severable and will not affect the validity and enforceability of the remaining clauses, to the extent permitted by law.