

# **Terms and Conditions**

## 1 Issues Arising From Scaffolding Works

- 1.1 You are responsible for the making good / repair of any damage caused by the erection, alteration and / or dismantling of scaffolds on existing roofs.
- 1.2 Scaffolds will be tied to the structure using drop-in expanding anchors secured in holes drilled into the fabric of the building. You are responsible for obtaining and / or giving permission for such holes to be drilled. A tie pattern for holes, drilled to a depth to suit the anchor, will be submitted to you for approval before work is commenced.
- 1.3 You are responsible for ensuring that the fabric of the building is suitable and strong enough to withstand the loads imposed by the use of drop-in expanding anchors.
- 1.4 You are responsible for making good any damage caused to the fabric of the building through the use of drop-in anchors.
- 1.5 You are responsible for making good any damage to the fabric of the building, however caused, during the erection, alteration or dismantling of scaffolds.

### 2 Foundations

- 2.1 All reasonable care will be taken to avoid causing damage to the roof when erecting, altering or dismantling the scaffold. However, any damage is at your risk and cost.
- 2.2 You are responsible for removing the existing roof tiles / finish in order to permit the scaffold to be founded at a lower level. You are responsible for any damage caused by the temporary removal of the tiles / finish and you must indemnify us against any subsequent claim however they arise.
- 2.3 You are responsible for the provision of a suitably constructed firm and level foundation on which the scaffold is to be built. The foundation must be capable of supporting the dead and live loads imposed by the scaffold together with any loads imposed during its use. Your foundations must extend 300mm beyond the line of the standards.
- 2.4 You must ensure that the base of the scaffold is clear of all debris prior to the dismantling of the scaffold and ensure that the foot of each standard is exposed to enable recovery of base and sole plates. Any base and sole plates not recovered will be charged as an additional item.
- 2.5 a) The provision of suitable lorry access to the site for the delivery and collection of equipment.

### 3 Pavement Licences and / or Permission to Erect Scaffolds (customer responsibility)

- 3.1 You are responsible for obtaining any third party permission to enable the scaffolding structures to be erected either on the site or on adjacent property. Third party permission includes, but is not limited to, the application for, and obtaining of, pavement licences in accordance with section 169 of the Highways Act 1980. Copies of written third party permission / licences must be provided to us before work is commenced.
- 3.2 We reserve the right to review and amend this quotation in the event that third party permissions / licences impose additional conditions and / or obligations.

### 4 Customer Obligations and Liabilities

- 4.1 You are required to take all necessary steps to prevent unauthorised access on to the scaffolds at any time.
- 4.2 You are required to provide a firm and suitable foundation on which our scaffold can be erected. The foundation must be designed and constructed to support, without settlement or deflection, the loads imposed by our equipment together with any superimposed loads.
- 4.3 You are required to provide us with sufficient and suitable secure storage for our equipment within a reasonable distance of the work face.
- 4.4 You are responsible for providing us with an accurate datum and lines for setting out our scaffolds and you are responsible for checking the accuracy of our setting out.
- 4.5 You are responsible for removing all aerials, satellite dishes and similar items before we commence work.
- 4.6 You and / or the user of the scaffolds are responsible for carrying out statutory inspections and maintaining reports in accordance with Regulation 29 of the Construction (Health. Safety and Welfare) Regulations 1996 and / or the Working at Height Regulations 2005.

# 5 Safety Issues

5.1 An approved handing over certificate will be issued when requested.

- 5.2 You are responsible for ensuring that all vehicles and other obstructions are removed from the working and surrounding area before work commences. The cost of any delay in commencing work will be charged on a time and materials basis.
- 5.3 Scaffolds have been designed to accommodate the loads indicated in the quotation. It is your responsibility to ensure that the scaffolds are not overloaded and that any material is stacked safely and securely on the scaffold.
- 5.4 The scaffold has been designed to accommodate a specified number of working lifts at specified levels. Working lifts will be fully boarded with the appropriate board supports, guard-rails and toe-boards. Scaffold boards must not be moved to other non-working lifts even if guard rails are left in by scaffolders during the course of erecting the scaffold.

# 6 Attendances

- 6.1 You are responsible for providing sufficient safe and secure storage areas for our equipment that are located within a reasonable distance of the work face.
- 6.2 You are responsible for the accuracy of the information and measurements upon which this quotation is based. Any errors or deviations from the information may result in additional costs which will be charged as an additional item.
- 6.3 Before our employees are required to handle any erected equipment you are responsible for cleaning it, and / or removing debris from it, and / or decontaminating it before being removed from site.

### 7 Financial Issues

- 7.1 Our offer is made on the basis that interim applications for payment will be paid in full.
- 7.2 Retention is not applicable to scaffolding
- 7.3 The contract hire period(s) for each of the items included in this quotation represent the minimum periods of hire to be paid by you. Allowance will not be made for periods of hire less than the minimum periods or for periods when the scaffold is not in use for whatever reason. For the avoidance of doubt allowance will not be made for holidays.
- 7.4 Work carried out on a day work basis will be charged at £30.00 per man hour
- 7.5 Our quotation is based on the work being carried out during normal working hours. The cost of carrying out work during periods other than normal working hours will be charged as an extra to the contract.
- 7.6 Our quotation excludes the cost of preparing engineering drawings and calculations which will be charged as an extra to the contract.
- 7.7 Our quotation is based on statutory regulations and work practices current at the date of this quotation. Any changes to statutory regulations and work practices giving rise to additional costs will be charged as an extra to the contract.

### 8 Programme Issues

- 8.1 The hire periods of each item of scaffolding identified in our quotation is a minimum period. A rebate will not be given in the event that the period is reduced for whatever reason.
- 8.2 Additional hire charges will commence after the expiry of the hire period for each item of scaffolding. For the avoidance of doubt the granting of extensions of time will not defer the commencement of additional hire charges.

### 9 Specification Issues

- 9.1 Our price(s) and / or design(s) are based on the information / specification provided by you at tender stage. We reserve the right to amend our price(s) and / or design(s) in the event of changes to your information / specification.
- 9.2 Our price(s) are based on the details supplied by you. You are responsible for checking that your requirements have been correctly interpreted and that all loadings, dimensions and details are correct and practicable.
- 9.3 In the absence of your Health and Safety Plan and I or details of any hazards that might affect our works any additional costs incurred by us as a result of these failures will be charged as additional items.
- 9.4 Unless otherwise stated this quotation includes for the supply of 100% materials. For the avoidance of doubt we have not allowed for the dismantling and re-erection of the same material anywhere on the site.