Conditions of Hire and Sale

1.0 The Contract shall come into force between the Hirer and the Supplier once the order has been placed (verbally or in writing) stating the Hirers requirements, and there is agreement to be bound by these Conditions, the Supplier having accepted the order and, where appropriate, granted a credit facility.

2.0 DEFINITIONS
The "Supplier" means TRAD Safety Systems Ltd (Reg No.2225350). The "Supplier" is the Company, firm or person from whom the equipment is to be hired and where the context so admits shall include the Hirers servants, agents, successors, the suppliers successors, assigns or personal representatives. "List prices" means those prices appearing in suppliers current price list. The "Hirer" is the Company, firm, person, corporation or public authority taking the Suppliers equipment on hire and includes the Hirers servants or agents, and any sub-contractor's servants or agents and the Hirers successors or personal representatives.

3.0 TERMS OF PAYMENT
All accounts are strictly nett and include VAT where appropriate, and where the Hirer has an approved account, confirmation of which has been given in writing by the Supplier, payment will be due 30 days from the date of the invoice. If any sum remains unpaid after the due date the payment of all hire charges, no matter how recent, shall become due immediately. Invoices will be presented at regular intervals during the period of hire. The Supplier reserves the right to suspend further supplies from existing or any other orders until all overdue debts have been discharged, as payment is of the essence. An authorised Credit Account will be granted at the Suppliers discretion where a level of credit approval has been granted by the Supplier and the Hirer has agreed the Suppliers Terms of Business. The continuation of credit facilities will be reviewed periodically. Where a Hirer does not have an approved Credit Account, before the Period of Hire begins the Hirer shall pay the minimum hire charge and a deposit of value specified from time to time to be calculated in accordance with the Suppliers list prices ruling, which will be held as security until the return in good order of the equipment hired and the payment of all sums due.

4.0 AUTHORITY
The person making the contract with the Supplier warrants that he/she has the authority of the Hirer to make this contract on the Hirers behalf and hereby agrees to indemnify the Supplier against all loses and costs that may be incurred by the Supplier if this is not so.

4.1 Proof of Acceptance
Upon delivery, the Hirer shall sign the Delivery Note, which shall be conclusive proof of the receipt of the equipment by the Hirer, and of the acceptance of these Conditions. No variation to these conditions shall be effective whether or not specified in any order or acceptance issued by the Hirer unless agreed in writing by the Supplier.

5.0 COLLECTION
If equipment is collected by the Hirer, the Hirer shall make a check of the equipment once loaded and sign the Delivery Note before leaving the Supplier's premises as conclusive proof of the receipt of the equipment shown on the Delivery Note.

5.1 Delivery Charges
Where the delivery or collection is organised by the Supplier, the Hirer shall pay a delivery or collection charge at the Suppliers standard transport rates applicable. Such charges may include any wasted journey or transport time reasonably incurred by the Supplier in attempting to comply with the specific or implied requirements of the Hirer. The Hirer will sign the Delivery Note as conclusive proof of the acceptance of the equipment.

5.2 Delivery/Collection Liability
Every reasonable effort will be made by the Supplier to keep to the dates given for delivery or collection, but the Supplier accepts no liability in case of failure to do so, unless an express guarantee in writing has been given by the Supplier to effect delivery by a specified time. No returns will be accepted on Saturdays or Sundays, or outside normal office hours. All costs incurred by the Supplier in the specific preparation and gathering together of goods to meet the Hirers order, which will where appropriate, include the consequential loss of hire income, shall be recoverable by the Supplier in the event of the Hirer cancelling the contract. If the Hirer requires delivery of the equipment to be postponed to a later date than originally agreed upon, then the Supplier reserves the right to charge for the hire as from the original contract date.

5.3 Hirers Responsibility for Acceptance of Equipment
If the Hirer or the representative thereof is not present when the equipment is delivered the Supplier will despatch a Hire Delivery Note to the Hirer. Unless any alleged discrepancy is reported to the Supplier by letter received by the Supplier within two working days of delivery the Hire Delivery Note shall be conclusive proof of the delivery of the equipment set out therein.

5.4 Return/Collection of Equipment
The Hirer undertakes at the termination of the hire period to return the equipment to the Suppliers depot from which it was originally hired in a clean and sound condition. The Hirer must give at least 48 hours notice in writing of his/her intention to end the hire period, and obtain an off-hire reference from the Supplier. Hire charges will cease from that agreed date provided that the equipment is returned within the period of notice. For this purpose Saturdays, Sundays and all Bank and Public Holidays are not working days. Counting procedures for off-hire equipment will always take place after return to the Suppliers yard. If the Supplier agrees to collect the equipment upon termination from a location specified by the Hirer, at an agreed carriage charge, counting procedures for off-hire equipment collected will take place only after return to the Suppliers yard. If the Supplier is unable, for whatsoever reason to collect any off-hired equipment from the location specified by the Hirer, the Hirer will be bound to pay the Suppliers carriage charge in any event, and the equipment will continue to attract hire charges until subsequently recovered by the Supplier. The Hirer shall, at the request of the Supplier, inform the Supplier in writing within one working day of the receipt of such request, of the location of all equipment currently on hire. The Hirer shall permit the Supplier and any person authorised thereby at all times to enter the premises in which the equipment is situated to inspect and examine the equipment. The Supplier may at its discretion render a charge for the value of the equipment should there be any reason to doubt the continuing possession and control of the equipment by the Hirer.

6.0 NON-RETURNED EQUIPMENT, ETC

1) The Hirer accepts full responsibility for the care, safekeeping and return in good order of the equipment, and shall at all times keep it in his/her possession and control until such time as the Supplier takes the equipment back into the Supplier's own possession.

2) The Hirer will pay to the Supplier all costs incurred by the Supplier in rectifying the condition of any equipment returned damaged or unclean. Additionally the Hirer will pay to the Supplier a charge equating to the financial losses reasonably incurred by the Supplier while such rectification is carried out.

3) The Hirer shall notify the Supplier immediately upon the loss of any of the equipment, howsoever arising, and shall be liable to pay the Hire charges in respect of the lost equipment up to and including the date on which notification of loss is received by the Supplier.

4) In the case of equipment lost through theft, the Hirer shall also report the loss as soon as reasonably practical to the Police and as soon as reasonable practical thereafter obtain and advise the Supplier of the crime report number.

5) The Supplier reserves the right to continue to levy hire charges until any and all sums due under paragraphs 1) to 4) above, have been recovered from the Hirer.

6.1 Insurance and Responsibility for Lost/Stolen Equipment
The Hirer agrees to pay the Supplier the full new list sale rate for any equipment which is lost or stolen or damaged beyond economic repair, and without any deduction for usage, wear and tear or age, and should insure the goods on this basis. All monies received by the Hirer from an Insurance Company or from any other source in settlement of any claim relating to the loss, theft or damage of equipment, shall, to the extent that any payment is due to the Supplier under this condition, be held in trust by the Hirer (or successor/assigned body) and paid to the Supplier on demand. In the event of loss or damage to the equipment the Suppliers account shall be payable in full on demand and such payment shall not be conditional on prior recovery by the Hirer of any sums under a policy of insurance or from any other source. Notwithstanding this condition, to the extent that any payment remains due to the Supplier under it all monies to the amount of that payment received by the Hirer from a policy of insurance or any other source in settlement of a claim relating to the loss, theft or damage of equipment shall be held by the Hirer on trust for the Supplier and paid to the Supplier on demand.

6.2 Recovery of Equipment
The Hirer will take all practical steps to secure a proper return of lost or stolen equipment, in the event of lost or stolen equipment being subsequently recovered and returned by the Hirer to the Supplier, the Hirer will be credited with the value of that equipment less the appropriate hire charges from the date on which the Supplier received notification of loss to the date of return.

7.0 MAINTENANCE OF EQUIPMENT
The Hirer will keep acquainted with the state and condition of the equipment and ensure it remains safe, serviceable and clean. Any breakdown or any unsatisfactory working of equipment must be immediately notified in writing to the Supplier.

7.1 Damage
All equipment will be inspected on its return to the Suppliers premises. Any such equipment in the opinion of the Supplier deemed to be damaged or unusable will be charged for at the Suppliers rates, as specified from time to time. Before levying such charges the Supplier will serve 7 days notice upon the Hirer and during that period will afford the Hirer the opportunity at any reasonable time to inspect the damage for which the charge is made.

8.0 SAFETY
The supplier will provide the Hirer with appropriate instructional material where reasonably practicable and the Hirer will ensure that this is passed on to the operatives using the equipment, whom the Hirer shall in any event ensure are competent in the erection and/or use of the equipment by reason of such operatives having received adequate training therein.

9.0 PERIOD OF TIME
The date of collection or delivery will be the effective date of the commencement of hire charges. The equipment hired will be subject to a minimum hire period, as specified in the Suppliers price list from time to time. Hire charges are calculated weekly, fractions of a week being charged on a daily basis, the charge for one day being 1/7th of the weekly charge, except for each item where there is a specified minimum hire period. The date of despatch and the date of delivery shall be whole days. No allowance will be made for holiday periods or inclement weather or for any reason whatsoever beyond the Suppliers control including strikes, lock-outs, cessation of labour, transport delays, Government interference or control or any other cause of contingency. The Supplier may at its sole discretion and subject to availability and at the request of the Hirer, add, subtract or substitute to the equipment let on hire without creating a modifying agreement within the meaning of the Consumer Act 1974.

10.0 VARIATION TO PRICES
The quotation is open for acceptance for 28 days. The Supplier reserves the right to increase prices thereafter. The quotation may be renegotiated should the original quantities or requirements change. After acceptance the Supplier may increase any price including that of equipment already on hire on 28 days notice in writing to the Hirer.

11.0 OUTSTANDING ACCOUNTS AND PAYMENTS
The Supplier reserves the right to charge compound interest at the rate of two per cent per month (on a daily basis), on all sums outstanding after the date for due payment. This entitlement to interest shall be without prejudice to the Suppliers right to terminate the hire by reason of non-payment. Interest shall continue to accrue after such termination until payment of all overdue amounts has been received. All prices quoted will be deemed to be the Suppliers list prices unless agreed by the Supplier in writing. Any prices agreed which differ from the Suppliers list price will only remain applicable on the condition that the Suppliers normal payment terms will be complied with. In the event that those payment terms are not complied with, full charges may be substituted thereafter. Should a dispute arise in respect of any specific item described by any specific invoice, the Customer shall not be entitled during the course of this dispute to withhold any sums for payment beyond those specifically relating to the disputed item(s). A counter-claim against the Supplier will only be accepted for deduction from any payment made to the Supplier where the Supplier has agreed to such a deduction in writing. Counter-claims will only be considered for acceptance between the parties to this contract. No amount which might be due for payment to an associate company or to the parent company of the Hirer will be deemed to be acceptable as a counter-claim in this context.

12.0 TERMINATION
If the Hirer commits any breach of this, or any other contract with the Supplier, or ceases business, or stops payments to or makes deed of arrangement, assignment or composition with its creditors or being a company enters into liquidation whether compulsory or voluntary (except liquidation for purpose of reconstruction or amalgamation) or suffers or allows the appointment of a receiver or provisional liquidator, or suffers any distress or execution whether legal or equitable or any attempt thereat upon any of the Hirers property, or has an unsatisfied judgement against it for 14 days or more, or commits any act of bankruptcy, or has an order or notice of resolution for winding up proposed or made against it, or dis-honours any cheque drawn upon it, then the Hirer shall be deemed to have repudiated this contract. The Supplier may then immediately re-possess the equipment and recover any monies due as well as damages for repudiation without prejudice to any other rights and remedies.

13.0 OWNERS RIGHTS
Where the Hirer takes the equipment on hire intending to re-hire the equipment to a third party, the Hirer is deemed to retain control of the equipment whether or not it might remain in the Hirers possession. The Hirer shall be solely responsible for the payment of all hire charges raised by the Supplier and for all charges raised by the Supplier in respect of damage to or loss of the equipment. It is the sole responsibility of the Hirer to return the equipment to the Supplier. The Supplier will not deal directly with any third party in this context.

14.0 HIRERS INDEMNITY
The Hirer shall indemnify the Supplier against any loss, damage, claims or proceedings and against any costs or expense arising out of or in connection therewith, in respect of any injury to or death of any person or damage to any property real or personal caused by or arising out of or in the course of the use or mis-use of the equipment by any person (other than that caused by the Supplier) or arising out of this contract. The Hirer shall effect and keep in force at all times Policies of Insurance in respect of the Hirers liabilities under this condition.

15.0 TITLE
The equipment, notwithstanding its loss or theft and any payment from the Hirer to the Supplier in respect thereof, will at all times remain the property of the Supplier. The value of any equipment thereafter returned to the Supplier by the Hirer will be credited to the Hirer and all hire charges in respect of this equipment will be re-instituted up to and including the time the equipment is returned to the Supplier.

16.0 IDENTIFICATION OF EQUIPMENT
All components are to be returned to the exact dimensions supplied. Only equipment provided by the Supplier and identified by the Supplier as such will be accepted at the end of the hire period.

17.0 VALUE ADDED TAX (VAT)
Unless specifically stated otherwise, prices and rates shown in quotations, contracts, invoices, certificates and correspondence are nett exclusive of VAT, which will be payable to the Supplier as an addition to the rates chargeable at the rates laid down from time to time by Law. The Supplier shall be entitled to adjust the rates and amount of VAT retrospectively or otherwise comply with any rulings by H.M. Customs and Excise affecting any goods sold, hired or provided by the Supplier.

18.0 THIRD PARTIES
A person who is not a party to the contract shall have no right under the Contract (Rights of Third Parties) Act 1999.

19.0 THE LAW
The Contract (and any proceedings whereby one party might be entitled to join the other as a third party) shall be governed by and construed in all respects in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English courts.

Additional Terms and Conditions for Hire, Installation and Removal

20.0 QUOTATION
The quotation is open for acceptance within 28 days from the date thereof, and is subject to TRAD Safety Systems Limited (TSSL) having materials available, and receiving reasonable notice to commence work within three months after receipt of the Hirer's order. TSSL reserve the right to re-negotiate their prices should the scope and/or details of the work change.

21.0 CONSTRUCTION
TSSL will exercise all reasonable care to ensure that the structure is soundly and adequately constructed for the purpose requested by the Hirers and that when constructed it will comply with all statutory Regulations applicable. TSSL undertake to remedy at their own expense any defects drawn to their attention in writing which have arisen from faulty erection by TSSL or the use of defective equipment by TSSL any other defects drawn to the attention of TSSL in writing will be remedied at the Hirers expense.
The Hirers shall comply with and use their best endeavours to cause their employees, their sub-contractors and their employees to comply with the safety clauses set out overleaf and below and all other provisions which are to observed by the Hirers or their subcontractors in any statutory safety Regulations. The Hirers will indemnify TSSL against claims and proceedings and costs and expenses in connection therewith in respect of any injury or death of any person or damage to any property or any loss or any injury or damage caused by arising out of the use of misuse of the equipment by any person other than TSSL or their employees or arising out of this contract. The Hirers acknowledge that adequate information about the use and safety of the equipment is available and that they have acquainted (or will acquaint) themselves with such information.

22.0 ADDITIONS & ALTERATIONS
Any additions, alterations, adaptations or variations required to the structure will be carried out by TSSL on receipt of written instructions from the Hirers and at the Hirers expense and will be valued in accordance with the rates set out in our quotation and accepted by the Hirers unless queried or rejected in writing within 7 days from the date of the invoice. The Hirers undertake not to carry out or cause or permit to be carried out any alteration, adaptation, variation or addition to the structure or to interfere with it in any way except as provided for in the original quotation.

23.0
Only minor alterations to existing structures required by the Hirers will be carried out at the daywork rate shown overleaf plus expenses and travel time. Where any work is carried out at such rate, the total number of hours booked, as show on TSSL's Daywork sheets will be chargeable at the rate shown in the quotation.

24.0 INSURANCE
Unless otherwise provided in these conditions TSSL will indemnify the Hirers against all sums for which the Hirers shall become liable as and for compensation for bodily injury or death of any person or damage to any property caused by the negligence of TSSL in erecting or dismantling the structure or by the use of defective equipment by TSSL. Provided that TSSL shall be entitled to conduct in the name of the Hirers and control all claims of proceedings relating to such injury, death or damage and the Hirers shall notify TSSL in as soon as is reasonably practical after the Hirers become aware of same happening but in any event no later than 36 hours after becoming aware.
TSSL has effected and undertakes to keep in force at all times policies of insurance in respect of their liabilities under the clause.

25.0 DISCLAIMER
TSSL will not be liable to the Hirers for damage to roofs, glass, external cladding, brick and blockwork and other internal finishes caused by or arising out of their work and the Hirers shall indemnify TSSL against all claims and proceedings and costs and expenses in connection therewith in respect of such damage unless (and to the extent) such damage is proved to be due to negligence on the part of TSSL, their employees or agents.

26.0 OWNERSHIP
Any rights which the Hirers Employer might otherwise possess under the terms of any contract between the Hirers and such Employer over temporary buildings, plant, tools, structure, goods and materials on site shall not extend to effect the ownership of any items provided by TSSL in carrying out the work, which items shall remain the unencumbered property of TSSL at all times. In the event of default in payment by the Hirers, they shall, as far as they lawfully can, assist TSSL to resume possession of TSSL property.

27.0 DAMAGE TO EQUIPMENT
The Hirers shall be responsible for and make good to TSSL any loss of or damage to TSSL structure whilst on the site save to the extent caused by the negligence or wilful act or default of TSSL or their employees. The Hirers shall pay in respect of any loss for which they are so responsible are their current sale value and in respect of any damage for which they are so responsible the cost of repair.

28.0 WORKING HOURS
Unless otherwise stated overleaf, this quotation allows for the work to be executed during the normal working hours of TSSL from time to time and is based upon the current rate of wages and other emoluments and expenses payable by TSSL to or in respect or work people engaged upon or in connection with the work together with the current prices of materials and transport charges ruling at the date of the quotation. Increases or decreases in these rates, prices or charges or upon any change in or imposition of any new Government taxes, levels of contributions in connecting with the work shall be in addition to or deduction from the price quoted, using the cost index published by the Property Services Agency of the Department of Environment, NEDO Building Works Series 2 or such other index as TSSL shall reasonably consider appropriate in replacement thereof. The base date of the index being the date of our original quotation.

29.0 PROGRAMME CONSENTS/LICENCES
The Hirers shall obtain and thereafter during the currency of the work maintain all consents, licences or permits required in connection with the work under any Statute, Bylaw or Regulations from time to time in force affecting the carrying out of the work, or from any third party, and shall reduce to TSSL particulars of all such consents, licences or permits before the commencement of the work. TSSL reserve the right to revise their quotations if such consents, licences or permits impose conditions which involve additional expense to TSSL.
The Hirers shall supply, fix and maintain any warning lamps and warning notices that may be required under the provisions of any Statute, Bylaw or regulation, or otherwise, during the period of hire.
If progress or completion of the work specified in this quotation is delayed for any reason beyond the control of TSSL, a fair and reasonable extension time for executing or completing the work shall be granted to TSSL and that appropriate payment to cover for added manpower and expenses incurred to achieve this.

30.0 WELFARE FACILITIES
The Hirers will provide without charge to TSSL all facilities required for their own and TSSL employees under the Construction (Health & Welfare) Regulations 1996 as amended or any statutory modification or replacement thereof for the time being in force.

31.0 QUOTATION DEFINITION
None of TSSL Sales literature shall (unless expressly referred to herein) shall form part of the quotation or any resulting contract between TSSL and the Hirers.

SAFETY CLAUSES

A) The deck panels should not be moved after the initial placement and handover by TSSL, however it shall remain the responsibility of the Hirer to ensure that the platform deck and supporting structure fully comply with all applicable regulations at all times.

B) The Hirer shall ensure that the ground and/or base and external perimeter walls as provided for the restraint of our Safety Deck System is adequate to support the loads to be applied without settlement.

C) All weekly statutory inspections and signature of report to be carried out by the Hirer (Duty Holder) or other competent person as deemed appropriate by the Hirer. This in accordance with schedule 7 of the (WAH) - Work at Height Regulations 2005.

D) The provision of suitable and sufficient access and egress to the platform of our Trad Safety Deck System remains the responsibility of the Hirer.

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