

CONDITIONS OF CONTRACT FOR HIRE, AND HIRE ERECTION

1. Quotations remain valid for three months from the date of receipt of the quotations by the Hirers and are subject to the Owners having available materials and labour at the time of 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 six months after the date of acceptance unless it is otherwise agreed in writing by the parties concerned.

2. The period of hire starts from commencement of erection to completion of dismantling.

3. 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 the requirements of the Building (Safety, Health and Welfare) Regulations, 1948, it being the responsibility of the Hirer for whom we erect the scaffolding to carry out periodic inspections and to ensure that the same is used in accordance with, and continues to comply with this regulation.

4. The Hirers 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 the 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 therefor that the Hirers give forthwith to the Owners written notice specifying the said damage.

5. When erecting and dismantling cradle equipment and scaffolding every reasonable precaution will be taken to prevent damage to property, buildings, equipment or fittings in, on or adjoining the site, but this quotation is submitted on the express condition that the Hirer shall indemnify the Owners against all claims for accidental damage arising through work on or in the erection and dismantling of the cradle equipment or scaffolding.

6. The Hirers and Owners respectively shall effect and keep in force during all material times policies or 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 or property arising out of and in the course of the execution of the work and/or arising out of and in the course of the employment of any workmen employed by them respectively.

7. All materials let out on hire remains always the property of the Owners. The Hirer shall, on receipt of any goods provided and/or supplied by the Company, inspect same and shall maintain such goods in a fit and proper condition insured against all risks damage and loss until the return of such goods to the Company. In the event of default in payment by the Hirers, the latter shall, so far as they lawfully can, assist the Owners to resume possession of the goods.

8. In the case of materials being obtained on HIRE only, the Hirer will be responsible for the proper care and maintenance of the materials. Hire rates are strictly from "Rack to Rack" and continue until the Hirer returns the materials to our yard.

9. Any work or alterations required by the Hirers not specifically covered in our quotation will be carried out at Daywork rates quoted, plus expenses incurred, unless otherwise agreed. Where any work is carried out at Day work rates, the total number of hours booked, as shown on the Owners' daily time cards or time sheets, will be accepted by the Hirer and become chargeable at the rates shown in this quotation.

10. Receipts for all material delivered to and from the site shall be issued in the usual manner. In the absence of the Hirer's representative the Owners' records shall be forwarded to and be accepted by the Hirers as a true record. The Hirer further undertakes not to remove any equipment or material the property of the Owners from the site to which originally consigned without having obtained the prior written consent of the Owners.

11. The Hirers shall pay in respect of any materials lost the full current Catalogue price less 10 per cent, and in respect of materials damaged the cost of repair, except in the case of damage by fire, when the full re-instatement value as determined by the Owners shall become payable.

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

13. The quotation is based upon the rates of wages and other emoluments and expenses payable by the Owner to workpeople engaged upon the erection of scaffolding in accordance with the rules or 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 on decisions shall be a net addition to or deduction from the price quoted.

14. The Hirers will be responsible for obtaining the necessary permission for scaffolding to encroach upon pavements and for the fixing and maintenance of any lights needed during darkness.

15. During the continuance of this contract the wages and condition of employment of the employees and workmen of the Owners and the Hirers shall be such as may from time to time be prescribed by the National Joint Council for the Building Industry, and the Owners and the Hirers hereby mutually agree respective to pay and observe the same accordingly. If either party shall commit a breach of this clause, then the other party shall be entitled (without prejudice to any other right or remedy) to be indemnified by the party so in breach against any loss or damage accruing from or arising out of or connected with such breach.

16. If completion of the works specified in the quotation herein be delayed:—

- (i) by force majeure, or
- (ii) by reason of any exceptionally inclement weather, or
- (iii) by reason of loss or damage by fire, or
- (iv) by reason of civil commotion, local combination of workmen strike or lock-out affecting any of the trades employed upon the works, or
- (v) by delay on the part of other contractors or tradesmen engaged by the Hirers in executing work not forming part of this contract, or
- (vi) by inability beyond the control of the Owners to secure such labour and materials as may be essential to the proper carrying out of the works.

then upon the happening of any such event 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 the agreement shall be settled by Arbitration in accordance with Condition 18 hereof.

17. Drawings or plans which are submitted in connection with this Quotation are the sole property of Atlas Scaffolding Co. Ltd. and must not be communicated to any third parties without our consent. Where such drawings are submitted we can except no responsibility for damage or occurrence which results from the alteration of such specification and design.

18. The owners will accept no responsibility whatsoever for damage to roofs where work is carried out on or against same.

19. 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. 1950.

20. On Sales of all Secondhand Plant, the onus is on the buyer to check it's worthiness before use.

21. Where Hirer has no account with owners - payment for Hire Only must be made on delivery and on Erection and Hire-payment must be made on completion of erection.

22. On Hire/Erection and Hire Only. (When delivery and collection is by the owners) Termination of hire must be made in writing otherwise Hire will be charged up to the point of collection.