

JOHN BEECH LIMITED T/A BEECH GROUP
TERMS AND CONDITIONS OF CONTRACT FOR THE PROVISION OF SCAFFOLDING SERVICES

1. INTERPRETATION AND DEFINITIONS

1.1 The following expressions shall have the following meanings:

"**Applicable Laws**" means (for so long as and to the extent that they apply to Beech) Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

"**Charges**" means the Costs specified in the Quotation.

"**Client**" means the party who purchases or agrees to purchase the Scaffolding Services as identified in the Quotation.

"**Commencement Date**" is the first date specified in the Quotation; or the date specified on any information issued.

"**Company**" means John Beech Limited T/A Beech Group whose registered office is The Foundry Business Centre, Marcus Street, Birkenhead, Wirral, CH41 1EU.

"**Conditions**" means these terms and condition as amended from time to time.

"**Contract**" means the contract between the Company and the Client for the supply of Scaffolding Services in accordance with these Conditions.

"**CPA**" means The Model Conditions for Hiring of Plant 2011

"**Daily Rate**" means the daily rates of our employees in accordance with their qualifications and level of expertise or as detailed on the Quotation

"**Delivery Date**" means the estimated date of commencement of the Hire Period

"**DPA**" means the Data Protection Act 2018

"**Hire Period**" means the period of hire detailed in the Quotation

"**Normal Working Hours**" means Monday to Friday 8am to 4.30pm excluding public and bank holidays

"**Personal Data**" means personal data as defined in section 1 of the DPA.

"**Premises**" means where the Scaffold Equipment is to be erected as detailed on the Quotation

"**Quotation**" means the written quotation supplied by us to you

"**Scaffold Equipment**" means the scaffolding tubes, boards, system scaffold and other related pieces of equipment to be hired to you under these terms and conditions

"**Services**" means the services supplied by us as detailed in the Quotation

"**Specification**" means any written specification provided by you prior to us providing a Quotation

"**UK Data Protection Legislation**" any data protection legislation from time to time in force in the UK including the DPA or any successor legislation.

"**VAT**" means value added tax.

"**Website**" means <https://www.beech-group.co.uk>

2. CONTRACT

2.1 A contract between you and us comes into being in one of two ways:

2.1.1 where you provide written evidence of acceptance of the Quotation, we and you enter into a legally binding contract on the date you provide acceptance of the Quotation

2.1.2 where you and we agree verbally that we should provide the Services then there will be a legally binding contract on the date of our verbal agreement

2.1.3 where you instruct us to carry out the services without a Quotation

2.2 Where there is any conflict or inconsistency between the provisions of the Contract, such conflict or inconsistency shall be resolved according to the following order of priority (and for the avoidance of doubt, the document in 2.2.1 takes priority over the document in 2.2.2):

2.2.1 the Quotation.

2.2.2 these Conditions.

2.2.3 CPA 2011

3. QUOTATION

3.1 The Quotation is based on working within Normal Working Hours. Should we be required to work outside Normal Working Hours then additional costs may be incurred.

3.2 The price detailed in the Quotation is based on information given. If the information proves to be incorrect or the Specification changes, we reserve the right to make an additional charge, and we agree to notify you of that additional charge as quickly as possible, based on the new information.

3.3 All Scaffold Equipment supplied by us will be fixed once, unless specifically agreed in the Quotation. Any additional fixings or alterations will be charged at the Daily Rate, or pre-agreed fixed cost.

4. OBLIGATIONS AND CONDITIONS

4.1 Access on to the scaffold equipment by ladders are to be supplied by you unless detailed in the Quotation. You are to take adequate measures to prevent unauthorised access on to the Scaffold Equipment.

4.2 You are to level and consolidate the ground whilst on the Premises on which the Scaffold Equipment is to be erected. This must be carried out before the commencement of the Hire Period. You are to provide and be responsible for level bases of adequate bearing strength for the Scaffold Equipment.

4.3 You are to ensure that the working area is adequately lit.

4.4 You will allow us to take sufficient number of ties and/or fixes from the Scaffold Equipment on to the structure of the Premises. We do not have to make good any damage caused thereby either during or after the Hire Period. You will take adequate measures to ensure that the ties or fixes are not tampered with or removed before we dismantle the Scaffold Equipment at the end of the Hire Period.

4.5 You will arrange for the removal and subsequent replacement of panes of glass to enable adequate ties to be fixed to the structure as necessary.

4.6 You are to obtain permission for the erection of the Scaffold Equipment off any adjoining property and to confirm to us prior to the commencement of the erection of the Scaffold Equipment that such permission has been obtained.

4.7 You are to ensure that all decks, landing, and structural members off which our Scaffold Equipment are to be erected are of sufficient strength to support all loads imposed by our Scaffold Equipment. Written confirmation of load bearings will be required from you where the Scaffold Equipment is to be loaded or erected on to an existing structure.

4.8 We reserve the right to remove the scaffold from any Scaffold Equipment that has been altered by you. Any remedial action required by us will be charged for.

4.9 You must provide a clear and flat area available for the stacking of Scaffold Equipment within a reasonable carrying distance from where the erection is to take place.

4.10 You are to provide free use of the tower or hoisting equipment where available for the deposit at suitable levels to ensure our erectors are fully employed.

4.11 Where necessary to permit us to insert putlog ends into the bed joints of the brickwork of the Premises to stabilise the Scaffold Equipment and you will be responsible to make good all putlog holes after the end of the Hire Period.

4.12 The erection of the Scaffold Equipment cannot commence until we have received your written assurance that all electricity cables have been isolated or insulated.

4.13 Where applicable, on-site welfare facilities will be made available to us.

4.14 We are allowed to use other persons to provide some or all the Scaffold Equipment, and to erect it.

4.15 Neither you or we shall have any liability under or be deemed to be in breach of the contract for any delays or failures in performance of the contract which result from circumstances beyond the reasonable control of either of us. We or you who are affected by such circumstances shall promptly notify the other in writing when such circumstances cause the delay and if such circumstances last for more than two months, then either of us may terminate the contract by written notice to the other.

4.16 Any notice to be given under the contract shall be in writing and shall be sent by first class mail, by fax or email to the address of either of us as set out in the Quotation, or such other address, fax number, or email address as either of us may from time to time notify the other in writing. Notices sent by first class post shall be deemed to have been received two working days after the day of posting or if by fax or email on the day of fax or email if before 4pm or the next weekday if faxed or emailed after 4pm.

4.17 If a hoist is included in the Quotation, it is on the understanding that you accept the conditions as proposed by the owners, a copy of which is available on request, and we shall not be held responsible for any delays due to the breakdown of equipment.

4.18 You are to ensure that whilst the Hoist(s) are in use, all the building or construction regulations relating to hoist or hoist ways are observed. It is understood all hoist plant, guide rails, safety gates, together with protective mesh and warning notices will be supplied and fixed by you, unless agreed in writing otherwise. Any damages to equipment or missing part upon dismantle will be charged for as an extra cost.

4.19 You will supply and be responsible for suitable rescue equipment, whilst we are working over or near to water.

4.20 If required for safety purposes as deemed by us, it will be necessary for you to provide at no cost to us, a standby boatman for the period we are engaged on erecting and dismantling the Scaffold Equipment.

4.21 All permissions from the National Rivers Authority to erect Scaffold Equipment is to be obtained by you unless specifically agreed in writing or otherwise.

4.22 Red Warning Lamps if required for warning purposes to river traffic are to be provided and maintained by you.

4.23 For safety and stability of structure(s), it will be necessary for you to clear up at regular intervals, and accumulation of flotsam that may build up against the structure, and then create a hazard.

4.24 All materials on the Scaffold Equipment are to be free of all asbestos material, cleared by you prior to us dismantling and removing the Scaffold Equipment from the Premises.

5. RISK AND LIABILITY

5.1 In the event of any breach of the Company's express obligations under these Conditions the remedies of the Client will be limited to damages, which in any event shall not exceed the fees paid by the Client for the Scaffolding Services.

5.2 The Company does not exclude its liability (if any) to the Client:

6.2.1 for breach of the Company's obligations arising under section 12 Sale of Goods Act 1979 or section 2 Sale and Supply of Goods and Services Act 1982.

6.2.2 for personal injury or death resulting from the Company's negligence.

6.2.3 under section 2(3) Consumer Protection Act 1987.

6.2.4 for any matter which it would be illegal for the Company to exclude (or to attempt to exclude) its liability; or

6.2.5 for fraud.

5.3 It is hereby agreed by the Client that the Company shall in no circumstances be liable to the Client for direct, indirect, or consequential loss (all three of which terms includes, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused (including as a result of negligence) by any delay or failure in performance except as set out in this clause 6.

5.4 Except as set out in clauses 6.1 to 6.3, the Company hereby excludes to the fullest extent permissible in law, all conditions, warranties, and stipulations, express (other than those set out in the Contract) or implied, statutory, customary, or otherwise which, but for such exclusion, would or might subsist in favour of the Client.

5.5 Whilst every care will be taken during the erection and dismantling of the Scaffold Equipment, there will be no responsibility to us for damage where scaffold is erected off or over roofs, or machinery. Damage to slates on roofs during the erection or dismantling of the Scaffold Equipment is inevitable, the cost of any repairs is to be paid by you.

5.6 You will be responsible for the protection of any specialised equipment, glass, glass block, patent glazing etc. We cannot accept any responsibility for any damage caused to roofs, floors, grass, lawns etc. during the erection and dismantling of the Scaffold Equipment. We reserve the right not to put up any Scaffold Equipment unless we are satisfied that proper protection has been given to such other equipment.

5.7 Except in the case of death or personal injury caused by our negligence, our liability howsoever arising, shall not exceed the total invoice sums issued by us in respect of the Scaffold Equipment at the Premises.

5.8 We will not be liable to you for any loss, damage, costs, or expenses of any nature whatsoever incurred or suffered by you of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profit, business, or goodwill.

5.9 If the Scaffold Equipment is in any altered other than by us during the Hire Period then we will not be responsible for any loss arising out of such alteration.

5.10 We are not responsible for any unauthorised access to the Scaffold Equipment during the Hire Period.

5.11 You will take out and have the liability of insuring the Scaffold Equipment during the Hire Period to include loss for any damage to the Scaffold Equipment or to injury by persons using the Scaffold Equipment.

5.12 The Scaffold Equipment has been designed to support the specified load, but we are not able to guarantee that any movement will not take place as this could be affected by conditions over which we have no control. Any remedial work required to the Scaffold Equipment will be charged for.

5.13 The Scaffold Equipment will be erected to meet the specified classification and any abuse or overloading of the Scaffold causing damage will be charged for.

6. DATA PROTECTION

6.1 The Client shall be responsible to the Company for ensuring the accuracy of any information submitted by the Client.

6.2 The Client shall indemnify the Company against all loss, damages, costs, and expenses awarded against or incurred by the Company in settlement of any claim for infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any other person which results from the Company's use of the Client's information.

6.3 The Client shall indemnify the Company against all claims, actions, losses, damages, costs, and expenses incurred by the Company arising from or due to the negligence of the Client its servants or agents.

7. INTELLECTUAL PROPERTY

7.1 No part of any design provided by the Company may be reproduced or transmitted in any form or by any means or stored in any retrieval system of any nature without prior permission, except as it may be permitted to do so by law.

8. CONFIDENTIALITY

- 8.1 All drawings and technical information supplied by the Client to the Company and all information supplied by the Company to the Client shall be deemed to have been furnished in confidence for the purpose authorised by the acknowledgement of Order and no other. The recipient party shall take all reasonable precautions to prevent communication of any such information to any of its employees or to any third party except as may be necessary to carry out the purpose of the Order or the Scaffolding Services. If disclosure to an employee or a third party is necessary for such purposes, then such employee or third party shall be required to observe the same confidentiality obligation as the recipient party.
- 8.2 Neither the Company nor the Client shall use the name of the other in any publicity material nor publish anything relating to work being undertaken pursuant to the performance of the Scaffolding Services without the prior written permission of the other (such permission not to be unreasonably withheld).
- 8.3 The obligations of confidentiality and non-publication contained in Clauses 8.1 and 8.2 shall not apply to any information which:
- 8.3.1 is in or entered the public domain other than by virtue of the recipient's act or omission.
- 8.3.2 is known to the recipient at the time of the disclosure to the recipient provided that the recipient produces to the other satisfactory evidence of the same within 14 days of such disclosure.
- 8.3.3 is required to be disclosed by the recipient by a court of competent jurisdiction or any UK government or regulatory authority.

9. TERMINATION

- 9.1 Beech may terminate the Contract (or part thereof) by providing the Client with 7 days' written notice without liability.
- 9.2 Either party may terminate the Contract forthwith by notice to the other party without liability to such party if:
- 9.2.1 the other party is in material breach of the Contract which breach is not capable of remedy or, if capable of remedy, is not remedied within 7 days of notification of the breach and requiring its remedy; or
- 9.2.2 the other party has had a trustee, receiver, administrative receiver or similar official appointed over a material part of its business or assets; or an order has been made or a resolution passed for the other party's winding up (otherwise than for the purpose of a bona fide scheme of arrangement or solvent amalgamation or reconstruction) or an administration order has been made; or a proposal has been made in respect of the other party for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or for any other composition scheme of arrangement with (or assignment for the benefit of) its creditors; or the other party ceases to trade or is unable to pay its debts as and when they fall due; or any other analogous event occurs in any other jurisdiction;
- 9.2.3 the other party ceases or threatens to cease trading; or
- 9.2.4 the other party fails to make any payment in accordance with the terms of the Contract.
- 9.3 Upon termination of the Contract howsoever occurring: -
- 9.3.1 the Client shall return or dispose any of Beech's Confidential Information and all copies thereof in accordance with Beech's instructions; and
- 9.3.2 the Client shall remain liable to pay all Charges outstanding and for any Services already performed prior to the date of termination.
- 9.4 Termination of the Contract for any reason shall be without prejudice to any rights of either party which may have accrued up to the date of termination.
- 9.5 Failure to pay any invoice within 30 days of delivery by us.
- 9.6 All other clauses shall survive termination.

10. PAYMENT

- 10.1 Payment for the hire of the Scaffold Equipment will be as detailed in the Quotation, and these terms and conditions. All invoices shall be paid on or before 30 days following delivery of the invoice.
- 10.2 In the event that invoices are not paid within 30 days of delivery, we reserve the right to remove the Scaffold Equipment from your Premises without notice.
- 10.3 In the event of late payment, interest will be charged at 8% above the base rate of HSBC Plc, from time to time in force.
- 10.4 All prices quoted are subject to VAT, which will be added to the invoice at the applicable rate.
- 10.5 No retentions will be accepted by us whatsoever, unless agreed in writing prior to works commencing.
- 10.6 If we attend the Premises, then a full day's work (8am to 4.30pm) will be charged for, unless otherwise agreed in writing.
- 10.7 Any standing time incurred by us through no fault of our own, will be chargeable at the Daily Rate for each employee.
- 10.8 Any alteration in the Scaffold Equipment not detailed in the Quotation will be charged for as an extra charge.
- 10.9 Any licences arranged by us, will be subject to an administration charge.
- 10.10 Any engineers' drawings required for the erection of the Scaffold Equipment will be charged to you, even if there is no Hire Period.

11. FORCE MAJEURE

- 11.1 Neither party shall be liable to the other for any loss or damage or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of either party's obligations in relation to the Scaffolding Services, if failure was due to any cause beyond the reasonable control of either party including without prejudice to the foregoing Act of God, explosion, flood, tempest, fire or accident, wars or threat of war, sabotage, insurrection, an act of terrorism, civil disturbance or requisitions, acts, restrictions (including COVID-19 (Coronavirus), and any variant thereof), regulations, bye-laws, prohibitions or measures of any kind on the part of any government, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of either party or of a third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery, and power failure or breakdown in machinery.

12. LAW

- 12.1 These Conditions together with the Company's Quotation and the Contract shall be governed and construed in accordance with laws of England and Wales and the Company and the Client submit to the exclusive jurisdiction of the courts of England and Wales.

13. VARIATION(S)

- 13.1 Any variation to the Conditions of the Contract and any representations about the Scaffolding Services shall have no effect unless expressly agreed in writing, on Company headed paper, and signed by a Director of the Company.

14. AGREEMENT

- 14.1 These Conditions together with the Company's Quotation, and the Company's acknowledgement of Order shall form the entire agreement between the Company and the Client. These Conditions shall supersede and prevail over terms and conditions sought to be imposed by the Client provided that this shall not exclude liability which the Company would otherwise have to the Client in respect of any statements made fraudulently by the Company prior to the date of the Order.