

HERCULES CONDITIONS OF CONTRACT

1. This quotation is open for acceptance within three months from the date thereof and is subject to Hercules Scaffolding Limited having labour and materials available, and receiving reasonable notice to commence work within three months after receipt of the Hirer's order. Hercules Scaffolding Limited reserve the right to re-negotiate their prices should the scope and/or details of the work change.
2. Hercules Scaffolding Limited will exercise all reasonable care to ensure that the structure is soundly and adequately constructed for the purpose requested by the Hirer's and that when constructed it will comply with all statutory Regulations applicable. Hercules Scaffolding Limited undertake to remedy at their own expense any defects drawn to their attention in writing which have arisen from faulty erection by Hercules Scaffolding Limited or the use of defective equipment by Hercules Scaffolding Limited. Any other defects drawn to the attention of Hercules Scaffolding Limited in writing will be remedied by Hercules Scaffolding Limited at the Hirer's expense.

The Hirer's shall comply with and use their best endeavours to cause their employees, other sub-contractors and their employees to comply with the safety clauses set out overleaf and below and all other provisions which are to be observed by the Hirer's or other sub-contractors in any statutory safety Regulations. The Hirer's will indemnify Hercules Scaffolding Limited 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 damage caused by or arising out of the use or misuse of the equipment by any person other than Hercules Scaffolding Limited or their employees or arising out of this contract. The Hirer's 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.
3. Any additions, alterations, adaptations or variations required to the structure will be carried out by Hercules Scaffolding Limited on receipt of written instructions from the Hirer's and at the Hirer's expense. Separate quotations will be submitted from all such work, and such quotations will be deemed to be accepted by the Hirer's unless queried or rejected in writing within 28 days from the date of the quotation. The Hirer's 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 this quotation.
4. Only minor alterations to existing structures required by the Hirer's will be carried out at the Daywork rate overleaf plus expenses. Where any work is carried out to such rate, the total number of hours booked, as shown on Hercules Scaffolding Limited's Daywork sheets will be chargeable at the rate in the quotation.
5. Unless otherwise provided in these Conditions, Hercules Scaffolding Limited will indemnify the Hirer's against all sums for which the Hirer's shall become liable as and for compensation for bodily injury or death of any person damage to any property caused by the negligence of Hercules Scaffolding Limited in erecting or dismantling the structure or by the use of defective equipment by Hercules Scaffolding Limited. Provided that Hercules Scaffolding Limited shall be entitled to conduct in the name of the Hirer's and control all claims or proceedings relating to such injury, death or damage and the Hirer's shall notify Hercules Scaffolding Limited as soon as is reasonably practicable after the Hirer's become aware of same happening but in any event no later than 36 hours after becoming aware.

Hercules Scaffolding Limited has effected and undertakes to keep in force at all times policies of insurance in respect of their liabilities under the clause.
6. Hercules Scaffolding Limited will not be liable to the Hirer's for damage to roofs, roof tiles, glass or external cladding caused by or arising out of their work and the Hirer's shall indemnify Hercules Scaffolding Limited 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 Hercules Scaffolding Limited, their employees or agents.
7. Any rights which the Hirer's 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 Hercules Scaffolding Limited in carrying out the work, which items shall remain the unencumbered property of Hercules Scaffolding Limited at all times. In the event of default in payment by the Hirer's they shall, so far as they lawfully can, assist Hercules Scaffolding Limited to resume possession of Hercules Scaffolding Limited's property.
8. The Hirer's shall be responsible for and make good to Hercules Scaffolding Limited any loss or damage to Hercules Scaffolding Limited's structure whilst on the site save to the extent caused by the negligence or willful act or default of Hercules Scaffolding Limited or their employees. The Hirer's shall pay in respect of any loss for which they are so responsible the then current sale value and in respect of any damage for which they are so responsible the cost of repair.
9. Unless otherwise stated overleaf, this quotation allows for the work to be executed during the normal working hours of Hercules Scaffolding Limited from time to time and is based upon the current rate of wages and other emoluments and expenses payable by Hercules Scaffolding Limited to or in respect of 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 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 Governmental taxes, levies or contributions in connection with the work shall be in addition to or deduction from the price quoted, using the cost index for scaffolding published by the Property Services Agency of the Department of Environment, NEDO Building Works Series 2 Appendix 5 (Scaffolding Labour and Materials) and Appendix 6 (Scaffolding Material Only) or such other index as Hercules Scaffolding Limited shall reasonably consider appropriate. The base rate of the index being the date of our original quotation.
10. The Hirer's shall obtain and thereafter during the currency of the work maintain all consents, licenses 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 produce to Hercules Scaffolding Limited particulars of all such consents, licenses or permits before the commencement of the work. Hercules Scaffolding Limited reserve the right to revise their quotations if such consents, licences or permits impose conditions which involve additional expense to Hercules Scaffolding Limited.

The Hirer's 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 the hire.
11. If progress on or completion of the work specified in this quotation is delayed for any reason beyond the control of Hercules Scaffolding Limited a fair and reasonable extension time for executing or completing the work shall be granted to Hercules Scaffolding Limited and the appropriate payment to cover for added manpower and expenses incurred to achieve this.

It shall be a condition precedent to the consideration of any claim by the Hirer's for delay and to the liability of Hercules Scaffolding Limited for the delay that written details of any delay are sent to Hercules Scaffolding Limited within seven days of the delay commencing.
12. Payment shall be made in accordance with the terms of payment shown overleaf. Hercules Scaffolding Limited reserve the right in the event of a breach of this Condition by the Hirer's to stop work on the site and to remove their equipment after seven days notice without prejudice to any other rights they may have.
13. The Hirers will provide without charge to Hercules Scaffolding Limited all facilities required for their own and Hercules Scaffolding Limited's employees under the Construction (Health and Welfare) Regulations 1996 as amended or any statutory modification or replacement thereof for the time being in force.
14. Unless stated otherwise, prices and rates shown in Hercules Scaffolding Limited's literature, correspondence, quotations, contracts, invoices and certificates are exclusive of Value Added Tax which will be payable to Hercules Scaffolding Limited as an addition to such tax exclusive prices and rates at the rates prevailing from time to time and Hercules Scaffolding Limited shall be entitled to adjust the rate and amount of Value Added Tax retroactively or otherwise to comply with any rulings made by H.M. Customs and Excise affecting any goods or services sold, hired or provided by Hercules Scaffolding Limited.
15. Substances hazardous to health. You will supply full details of products or substances used or supplied on site from whatever source which could affect our workforce whilst on your site.
16. Such information will be provided including any revision of details, in sufficient time as to allow us to establish any necessary procedures for the safe use of the product or substance which will not delay any of our contractual obligations.
17.
 - i. Contract performance commences at first delivery and end on last collection.
 - ii. Chargeable Hire Period will run from the commencement of erection until notified in writing by the Hirer's to dismantle and clear away is required.
 - iii. Extra Hire Rate will be charged pro rata to amount erected on expiration minimum period.

SAFTEY CLAUSES

- A) BOARDS** Scaffold Boards are often moved after Hercules Scaffolding Limited, have placed them in position and the hirer shall ensure that the working platforms comply with all applicable regulations at all times.
- B) FOUNDATIONS** The Hirer shall ensure that the ground and / or base provided for Hercules Scaffolding Limited's scaffold is adequate to support the loads to be applied without settlement, including the provision of any necessary spreaders.
- C) TIES & BRACING** The Hirer shall ensure that adequate facilities for tying are made available and are maintained. No ties or braces are to be removed without written reference and approval from Hercules Scaffolding Limited. Monarflex, Duraclad, large banners and all other similar wind loading sheeting must not be attached to the scaffold without written reference and approval from Hercules Scaffolding Limited.
- D) INSPECTION** Hercules Scaffolding Limited will not undertake statutory inspection of scaffolds or the signing of the register as the appropriate Regulations provide that these are the responsibility of the employers of labour using the scaffolds.