

ACDC CRANES Ltd

LIFTING ASSISTANCE

D12 - STANDARD TERMS & CONDITIONS – Version 2018

1.0 Rates	Std. Hours	Overtime 'A'	Overtime 'B'	Overtime 'C'
1.1 Site Technician (see 11.4)	£	£	£	£
1.2 Supervisor Technician*	£	£	£	£

* See clause 11.4, this rate is only applicable if one engineer is to attend site.

1.3 Working Hours

Rates for site personnel are as stated above. Overtime rates 'A' and 'B' apply to all site personnel when working outside their standard working hours, these hours are defined as;

Planned Hours

Normal Standard Hours **	Monday – Friday (days)	08:00 hrs to 16:30 hrs
48 Hours Notice Required	Monday – Friday (mornings)	06:00 hrs to 14:00hrs
48 Hours Notice Required	Monday – Friday (afternoons)	12:00hrs to 20:00hrs

Overtime Rate 'A'	Monday – Friday	16:30 hrs to 20:00 hrs
	Saturday	06:00 hrs to 20:00 hrs

Overtime Rate 'B'	Monday – Friday	20:00 hrs to 08:00 hrs
	Saturday	20:00 hrs onwards
	Sunday	All Hours

Overtime Rate 'C'	Bank holidays	All hours
	Christmas & New Year period	All hours

1.4 MEWP/Scissor Lift Access £150 per Day, See clause 5.1

1.5 Scaffold Access £15 per Meter, See clause 5.1

1.6 Fuel £0.35 per mile, See clause 6.1

Note; Emergency Call Outs received outside of standard planned working hours will be charged at overtime Rate B

**If Engineers have been on a planned job earlier than normal standard hours you may be charged Rate A Hours before 16.30 hours. Please check if this is the case when calling to schedule the engineers to site.

All Site Service Technician hours are chargeable, it should be noted that in accordance with normal practice our Site Service Technicians may be expected to work more than the normal working week in order to complete jobs, as and when necessary. Clients are therefore requested to notify ACDC in writing before commencing work if overtime is not approved.

Standard hours are days, for any other shift required we must be given 48hrs prior notice to put our Engineers on mornings or afternoons.

2.0 DEFINITIONS

In this document the following words shall have the following meanings:

2.1 "Agreement" means these Terms and Conditions together with the terms of any applicable Quotation;

2.2 "Customer" means the organisation or person who purchases goods and/or service from the supplier;

2.3 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable;

2.4 "Quotation" means a statement of work, quotation or other similar document describing the goods and services to be provided by the supplier;

2.5 "Supplier" means ACDC Cranes Ltd.

3.2 The supplier shall use all reasonable endeavors to complete the services within estimated time frames but time shall not be of the essence in the performance of any services.

4.0 DELIVERY AND INSTALLATION

4.1 The date/time of delivery of service and/or installation of goods specified by the Supplier is an estimate only. Time for delivery/installation shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay;

4.2 All risk in the goods shall pass to the Customer upon delivery/install.

5.0 ACCESS

5.1 The HSE guidelines state that ladders should only be used for access when working at height and as a last resort to complete low risk tasks, which take less than 30 minutes. ACDC can provide Tower Scaffold (charged at £15 per meter), Trailer Mounted MEWP or Scissor Lift (charged at £150 per day each) any other access platforms will have to be outsourced and prices agreed beforehand.

6.0 TRAVEL

6.1 Travel will be charged at £0.35 per mile, the first 50 miles in each direction will be free;

6.2 If ACDC Engineers have to work more than a 12 hour shift, including travel, hotel accommodation would need to be provided at cost to the customer. Expenses of £40 per Engineer would also be charged this would be agreed with the client beforehand.

7.0 PAYMENT TERMS

7.1 New customers will have their first invoice on Pro-forma, after which they will be placed on a 30 day account;

7.2 Payment is due 30 days after the invoice date;

7.3 No deductions shall be made by the customer from any payments due;

7.4 Where applicable Value Added Tax (or other tax payable by the customer) will be added in accordance with United Kingdom legislation in force at the tax point date;

7.5 Invoice queries must be made within 30 days of the date of said invoice;

7.6 If Materials have been ordered and received by ACDC ready for installation on site and there is then a delay in obtaining access to site caused the client, then ACDC reserve the right to charge for the materials that have been ordered.

8.0 OVERDUE PAYMENT AND CANCELLATIONS

8.1 ACDC shall be entitled to make a finance charge of 7% on all overdue payments;

8.2 ACDC shall be entitled to suspend or cancel further deliveries or other services if any payment is overdue.

8.3 The customer shall not be entitled to withhold or set off payment for any reason whatsoever;

8.4 In the event of the customer's account being passed to external sources for collection of unpaid invoices, all costs and interest will be passed on to the customer.

9.0 REPORT SHEETS

9.1 The hourly rates are applicable to all ACDC Employees or representatives attending site for the duration of the week;

9.2 All report sheets will be completed and signed on a weekly basis or on completion of the job. Your onsite co-operation would be appreciated; however failure to do so will in no way invalidate our claim for payment;

9.3 If planned work is delayed for any reason not caused by ACDC this will be charged according to clause 1.3 see section 20.0 for example; bad weather conditions that prevent us from working safely then ACDC would have the rights to charge extra

9.4 Engineers hours will include travel time.

10.0 OUTSIDE CONTRACTORS AND SERVICES/MATERIALS

10.1 Where it is necessary to engage outside contractors, purchases, an additional service or materials these shall be charged at cost plus 15%.

11.0 CALL OUT

11.1 ACDC offers a twenty four (24) hour call out service;

11.2 All call outs will be charged a minimum of four (4) hours irrespective to how much time the Technician has on site;

11.3 Emergency Call Outs received outside of planned standard working hours will be charged at overtime Rate B;

11.4 Call outs will be attended by a minimum of two Technicians to cover the Health and Safety at work Act 1974 and Working at height Regulations. We can offer one technician if specified by the client which would be a Supervisor Technician. In this situation the client will have to give written confirmation to info@acdccranes.co.uk that they will provide a suitably trained Engineer that is able to provide an appropriate rescue plan, and certification would need to be provided to prove competency;

11.5 In situations where additional personnel are required. These will be charged in accordance with rates detailed in clause 1.3;

11.6 Lost Shift allowances relating to out of hours call out or planned projects are as follows;

12:00am onwards a Full 8 hours will be charged at Standard Planned hours to cover for loss of Earnings.

11.7 Any shifts past that go over 4 hours will be charged at 8hrs minimum to ensure that we cover engineers wages that day

12.0 CANCELLATIONS/ RESHEDULING

12.1 Jobs booked may be cancelled or rescheduled with a minimum of 48hrs notice;

12.2 Rescheduled or cancelled work with less than 24hrs notice shall incur a charge of 8 hours at the standard rate per Technician;

12.3 Call outs cancelled shall incur a 4hr charge in accordance with clause 11.0.

13.0 TOOLS

13.1 ACDC employees carry general hand tools with them for use on site. Specialist equipment and plant hire will be supplied in accordance with clause 10.0.

14.0 CUSTOMER'S OBLIGATIONS

14.1 To enable the Supplier to perform its obligations under this agreement the Customer shall:

14.1.1 Co-operate with the supplier;

14.1.2 Provide the supplier with any information reasonably required by the Supplier;

14.1.3 Obtain all necessary permissions and consents which may be required before the commencement of the services; and

14.1.4 Comply with such other requirements as may be set out in the Quotation or otherwise agreed between the parties.

14.2 The Customer shall be liable to compensate the Supplier for any expenses incurred by the Supplier as a result of the Customers failure to comply with clause 14.0;

14.3 Without prejudice to any other rights to which the Supplier may be entitled, in the event that the Customer unlawfully terminates or cancels the goods and services agreed to in the Quotation, the Customer shall be required to pay to the Supplier as agreed damages and not as a penalty the full amount of any third party costs to which the supplier has committed and in respect of cancellations on less than five working days' written notice the full amount of the goods and services contracted for as set out in the Quotation, and the Customer agrees this is a genuine pre-estimate of the Suppliers losses in such a case. For the avoidance of doubt, the Customers failure to comply with any obligations under clause 14.1 shall be deemed to be a cancellation of the goods and services and subject to the payment of the damages set out in this clause;

14.4 In the event that the Customer or any third party, not being a sub-contractor of the Supplier, shall omit or commit anything which prevents or delays the Supplier from undertaking or complying with any of its obligations under this agreement, then the Supplier shall notify the Customer as soon as possible and;

14.4.1 The Supplier shall have no liability in respect of any delay to the completion of any project;

14.4.2 If applicable, the timetable for the project will be modified accordingly;

14.4.3 The Supplier shall notify the Customer at the same time if it intends to make any claim for additional costs.

15.0 WARRANTY OF MATERIALS

15.1 All warranty for materials used will be provided by the products manufacturer and not ACDC Cranes. However, ACDC will support you if this situation occurs;

15.2 Any breakdowns caused by faulty products used, ACDC can send these off to the manufactures, please note that any carriage costs will be passed on to the customer. In some instances the client may be asked to send the faulty part direct to the supplier, if this is the case any costs will be the responsibility of the customer;

15.3 Any ACDC labour spent on faulty products will be chargeable to the customer;

15.4 The manufacture of the goods warrants that as from the date of purchase by the Supplier which will be date of order, for a period specified according to manufacturer's guidelines, the goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials. Warranty is

applicable only to goods installed by the Supplier;

15.5 The Supplier warrants that the services performed under this agreement shall be of a quality conforming to generally accepted industry standards and practices and to specific manufacturer guidelines;

15.6 The Supplier shall only and solely be liable for rectifying works agreed or undertaken and completed by the Supplier and shall not be held responsible for consequential loss or damage. Any further works will be charged to the customer;

15.7 Except as expressly stated in this agreement, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the goods and services to be provided by the Supplier;

15.8 Any warrants will become null and void if works completed/supplied by the Supplier are repaired, modified or tampered with by a third party. The Supplier shall not be liable for any third party costs.

16.0 RETURNS/UNWANTED PRODUCTS

16.1 The purchaser shall inspect the goods upon delivery and shall within 48 hours thereof notify ACDC of any alleged defect damage or failure to comply with the specifications. If the goods are under the manufactures warranty labour will be charged for ACDC to fit the parts (see clause 15.0 for more details);

16.2 Any unwanted products must be returned to ACDC within 14 days, within the original packaging, undamaged and unused. Any unwanted products returned to ACDC may incur a 25% handling fee, dependent upon our supplier's request, unless our supplier states a higher handling fee, then that fee would be applied;

16.3 For any products ordered without an ACDC employee conducting a site visit ACDC cannot guarantee the correct products have been selected for their intended application. ACDC can only advise customers on suitable products based on the information provided by the customer. All relevant data sheets can be provided upon request, if required, so that the customer can make an informed decision that the product offered by ACDC is suitable. ACDC cannot take any responsibility for the selection of products made by the customer.

17.0 INDEMNIFICATION

17.1 The Customer shall indemnify the Supplier against all claims, costs and expenses which the Supplier may incur and which arise, directly or indirectly, from the Customers breach of any of its obligations under this agreement, including any claims brought against the Supplier alleging that any goods and/or services provided by the Supplier in accordance with the Specification Document infringes a patent, copy right or trade secret or other similar right of a third party.

18.0 LIMITATION OF LIABILITY

18.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the Supplier to the Customer in respect of any claim whatsoever or breach of this agreement, whether or not arising out of negligence, shall be limited

to the price paid by the Customer to which the claim relates;

18.2 In no event shall the Supplier be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss;

18.3 Nothing in these Terms and Conditions shall exclude or limit the Suppliers liability for death or personal injury resulting from the Suppliers negligence or that of its employees, agents or sub-contractors.

19.0 INTELLECTUAL PROPERTY

19.1 RIGHTS; All intellectual property rights produced from or arising as a result of the performance of this agreement shall, so far as not already vested, become the absolute property of the Supplier, and the Customer shall do all that is reasonably necessary to ensure that such rights vest in the Supplier by the execution of appropriate instruments or the making of agreements with third parties.

20.0 FORCE MAJEURE

20.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or any other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

21.0 CRANE SERVICING & LIFTING GEAR INSPECTION CONTRACT (Applicable to Servicing Contract)

21.1 ROLLING CONTRACT T&C

21.1.1 These terms and conditions ("these Conditions") shall apply and be incorporated into our contract with you ("Contract") for the supply of services ("Services") as described our written proposal ("Proposal"). These Conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any terms implied by statute are, to the fullest extent permitted by law, excluded from the Contract;

21.1.2 These Conditions and Proposal (and other documents referred to in these Conditions or Proposal) constitute the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf, which is not set out in these Conditions or the Proposal. You agree to be bound by our Cancellation Policy and Data Protection Policy. Links to all of these documents can be found on our website at

www.overheadcranerepairs.co.uk

21.2.1 SERVICES We will supply the Services as described in the Proposal and will use reasonable care and skill when performing the Services. Whilst we will use reasonable endeavours to

meet any milestone or other project dates set out in the Proposal, such Dates are approximate only, and time of performance is not of the essence. We will not be liable for any delay in or failure of performance of the Services (including any failure to achieve any milestone or other date) so far as caused by an event of force majeure or other events beyond our control or your failure to perform your obligations under the Contract. We may vary our rates and/or prices for Services on an annual basis. Prices will be increased each year by the higher of 3% or the rate of the official UK RPI increase published by the UK ONS for the 12 month period immediately preceding the date of the increase. We will give you not less than seven (7) days written notice of such increases.

21.3 TERMINATION

21.3.1 The Contract shall commence on the date of your acceptance of the Proposal and shall continue for an initial period of 24 months ("Initial Term") at which point it will be renewed automatically for successive periods of 12 months (each 12 month period being a "Renewal Period")

21.3.2 Either party may terminate the Contract by giving the other party not less than 12 months' written notice to expire at the end of the Initial Period or the end of any Renewal Period.

21.3.3 You may terminate the Contract prior to the expiry of the Initial Period or any Renewal Period by giving us not less than 6 months' notice provided you pay to us the fees we would have earned and we would have become entitled to if the Contract had not been terminated prior to end of the Initial Period and/or Renewal Period.

22.0 SUPPLIER PURCHASE ORDER NUMBERS

22.1 No orders from ACDC Cranes Ltd are authorised without the provider/supplier being in receipt of a purchase order number, including the total price of the goods and any delivery costs;

22.2 All invoices submitted to ACDC Cranes must have a purchase order number shown and the price must match that of our purchase order. Any invoices that do not meet this will not be paid.

23.0 LONG TERM PROVISION OF ENGINEER

23.1 If engineer of ACDC Cranes is based long term as a client's site on a continuous contract we require a month's notice to cancel the contract.

23.2 The client shall not employ or offer to employ, or enter into a contract for the services of a member of ACDC Cranes staff, or entice, solicit or procure and such person to leave the employment of ACDC Cranes (or attempt to do so) whether or not that person would commit any breach of contract in leaving such employment.

24.0 ENTIRE AGREEMENT

This agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this agreement, this agreement may be varied only by a document signed by both parties.

25.0 NO THIRD PARTIES

25.1 Nothing in this agreement is intended to, nor shall it confer any rights on a third party.

26.0 GOVERNING LAW AND JURISDICTION

26.1 This agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

27.0 VALIDITY

27.1 The above Terms and Conditions will remain valid until the next review, where you will be notified.