



## **ALB Scaffolding LTD**

Ansell Garden Centre, Holloway Lane,  
Harmondsworth, West Drayton, UB7 0AE

Tel: 0207 117 2641

[www.albscaffolding.co.uk](http://www.albscaffolding.co.uk)

### **Terms and Conditions of Hire**

1. ALB Scaffolding quotations are open for acceptance within three months from the date of receipt of the quotation by the clients. It is subject to ALB Scaffolding having available materials and labour at the time of the receipt of the client's order, and the ALB Scaffolding receiving reasonable notice to commence work after receipt of the client's order, provided that the said notice to commence work shall not be given more than twelve months after the date of acceptance, unless it is otherwise agreed in writing by the parties concerned.
2. The period of hire begins on completion of erection of the scaffold (or completion of erection of 1<sup>st</sup> stage works).
3. It shall be the responsibility of the client to notify ALB Scaffolding when the scaffolding is ready to be dismantled. If said notification is not received, the scaffold will go into extra hire and will be chargeable at 5% of contract value per week or the given rate on quotation. The scaffold will remain on hire until such time.
4. Once the client has notified ALB Scaffolding to remove scaffolding, the client will be contacted with the date in which our operatives will attend site to dismantle the Scaffolding. ALB Scaffolding will not remove any Scaffolding until full payment has been received from the client. Should the client request to strike the scaffold in stages which is less than a day's work, an additional cost will be incurred.
5. ALB Scaffolding 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 requirements of The Construction (Design & Management) Regulations 2015.
6. After erection of scaffolding, or any alterations that have been completed by ALB Scaffolding, it will be the responsibility of the client to carry out periodic inspections required by the Building Regulations and to ensure that the scaffolding is used in accordance with and continues to comply with The Construction (Design & Management) Regulations 2015. ALB Scaffolding can organise weekly scaffold inspections at an additional fee of £200.00+vat per visit per inspection. Weekly inspection charges might increase by the size of the project.
7. No scaffolding material or plant is to be used for any other purpose than that stated in the quotation. Any unauthorised use of any plant will be the subject of extra charges, without prejudice to any other rights of ALB Scaffolding.
8. The client shall use the scaffolding at their own risk in all respects and shall indemnify ALB Scaffolding against all claims, damages and costs arising out of the scaffolding except that where such claims, damages and costs are due to negligence of the ALB Scaffolding. The latter shall be responsible for and indemnify the client against such claims, damages and costs; provided that it shall be a condition precedent to the ALB Scaffolding bearing responsibility therefore that the client gives forthwith to ALB Scaffolding written notice specifying the said damage. The client shall also be responsible to ALB Scaffolding operatives and/or any other persons involved for damages arising due to the client or his employees interfering with any structure or boards originally positioned/fixed by the Owners.



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9. When erecting and dismantling scaffolding erected on roofs, every care will be taken to prevent any damage, but our quotations are submitted on the express condition that the ALB Scaffolding will not be held responsible for broken slates or tiles or any other damage however caused.
  - 9a. The clients and ALB scaffolding respectively shall affect and keep in force during all materials times policies of 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 of property arising out of and in the course of execution of the work and/or arising out of and in the course of the employment of any workmen employed by them respectively.
  - 9b. The client shall be responsible for and insure against loss and damage by fire to the scaffolding however caused.
10. All materials let out on hire always remain the property of the ALB Scaffolding. In the event of default in payment by the client, ALB Scaffolding so far as they lawfully can, shall resume possession of the goods.
11. Unless otherwise agreed any alterations required by the clients will be carried out by ALB Scaffolding operatives only. There will be charge of £30.00 + vat per operative per hour for alterations to existing scaffold and addons. Each visit will be charged at a minimum charge of 8 hours per man per visit. Unless otherwise stated this quotation assumes that work will be carried out during normal daytime working hours (Monday to Friday 8am – 4pm), and a fee will be charged for any work required to be done out of normal day time working hours.
12. The client shall pay in respect of any material lost the full current catalogue price and in respect of materials damaged the cost of repair.
13. ALB Scaffolding will not be responsible for consequential loss caused by the negligence acts of any other employees; ALB Scaffolding is insured in respect of Workmen's Compensation and Public Liability.
14. The Client shall be responsible for obtaining at their own expense all necessary pavement and hoarding licences, permits and agreement of the Local or other authority and for the payment of any deposit or fee required. However, if requested, ALB Scaffolding can organise licences at an additional administration fee. The Client is responsible for gaining permission for ALB Scaffolding equipment to encroach upon, across or take bearing from any adjoining, adjacent or neighbouring property where necessary. The Client must obtain permission to span the Highway. The Client is responsible for obtaining all necessary Party Wall Agreement to allow us to erect off and over the relevant adjoining property or properties.
15. If completion of the works specified in the quotation herein be delayed for any reason, outside of ALB Scaffolding control, ALB Scaffolding shall immediately give notice thereof in writing to the client and a fair and reasonable extension of time for completion of the works shall thereafter be agreed between the parties.



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16. In the event of any disagreement arising in connection with or out of any contract placed on our quotations, the matters in dispute shall be referred to arbitration in accordance with the Arbitration Act 1996.
18. The client shall ensure that the site is cleared and ready for the erection of the scaffolding before ALB Scaffolding is asked to start work. Client shall satisfy themselves that the structure/ground from /on which the equipment will be suspended or based is of sufficient strength and stability to withstand the load imposed there on and ALB Scaffolding shall not be responsible for any loss or damage occasioned by oversight or omission by the customer. Client is to ensure that the ground and/or base provided for our scaffold is adequate to support the load without settlement and provide any necessary spreaders.
19. The client is responsible for obtaining permission to drill holes in the face of the building, for the insertion of the expanding anchorages. Client is to ensure adequate facilities for tying are made available and are maintained. ALB Scaffolding does not accept responsibility whatsoever for damage to the building or consequential costs arising as a result of fixing or use of "Hilti Ties" or similar anchorages. The Client is responsible for making good all holes after wall ties are removed. No ties or braces are to be removed without reference to ALB Scaffolding.
20. As Scaffold Boards are often moved after we have placed them in position, we would remind that it is client's responsibility to ensure that the working platforms comply with the regulations at all times. Where it is deemed necessary to tie down scaffold boards due to exposure to wind uplift, this is to be done by the client. If you require ALB Scaffolding to carry out this work it will be chargeable.
22. The client shall ensure that all the scaffolding is swept clear of any debris, building rubbish or building equipment etc. prior to dismantling.
23. All payment shall be made to ALB Scaffolding Ltd. Payment of 75% due on completion of scaffolding erection and 25% balance due prior to dismantle. No retention shall be deducted from any payments made by the client to ALB Scaffolding. Projects valued £10,000.00 or less will be invoiced in full unless otherwise agreed.
24. Please be advised that after the scaffold erection the signal to the satellite dishes may be interrupted. The dishes should be temporarily re-positioned to the outside of the scaffold and then put back in its original position once the scaffold has been removed. Unfortunately, we do not take any responsibility for the re-positioning.
25. Temporary Roofs – Are only a temporary cover which cannot be guaranteed whatsoever watertight, and we will not accept any responsibility for water penetration. Any guttering requirements are to be supplied and fixed by main contractor. ALB Scaffolding will not be responsible if monoflex is damaged due to high wind or misused. If maintenance is required there will be a charge (please see section 10 for alteration charges.)
26. In accepting our quotations, you are accepting the terms & conditions as stated above.
27. Should you wish to cancel within 48 hours of work commencing there will be a call-out charge of £200+vat.



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28. All hoarding, scaffold alarm, lighting, painting of standards, baulk timber, licences, parking dispensation, etc to be supplied by others unless otherwise stated. Protection fans, hoardings, cladding, sheeting, debris netting, edge protection and safety netting are charged as an extra unless specifically allowed for and included and expressed in ALB Scaffolding quotations.
29. Attendance by ALB Scaffolding to reinstate, repair or re-fix sheeting, cladding or any over part of the scaffold including replacing or re-positioning scaffold boards after inclement weather, high winds or interference by others, shall be charged for at normal day time working rates with premium charge for emergency or out of hours attendance.
  
28. Clients are to provide and maintain any security requirements including protective screens, electronic alarms and any other system design to deter unauthorised access. ALB Scaffolding can provide these at extra cost.
29. Because of the very nature of the work, it is necessary for us to carry our materials through the building – whether occupied or not. Whilst our operatives will take all possible care, ALB Scaffolding would point out that we cannot be held responsible for damage or any resulting cost.
30. Unauthorised access to scaffold (s) to be prevented by the client.
31. ALB Scaffolding prices are based on the understanding that our operatives will have good means of access. ALB Scaffolding will charge extra if access is difficult.
32. ALB Scaffolding prices excludes the cost of any parking tickets, or the cost of suspension fees for temporary suspension of the parking restrictions, all of which should be arranged and paid for by you. To unload our vehicles an unobstructed length of not less than 12m overall is required, this being the length of the lorry plus the space needed to safely handle 6.3m long tubes of the rear of the lorry. Additionally, any abortive visits/waiting time /parking fines that we incur as a result of your failure to make the necessary parking arrangements will be added to your account.
33. Our price excludes the provision of any earth bonding.
- 34. Termination Notice**
35. If the Hirer commits any breach of this, or any other contract with the Supplier, or ceases business, or stops payments to or makes deeds of arrangement, assignment or composition with its creditors or being a company that enters any form of insolvency process whether compulsory or voluntary 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 Hirer's property, or has an unsatisfied judgment 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 dishonours 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.
- 36. OWNERS RIGHTS**
37. 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



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might remain in the Hirer's 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.

**38. HIRER'S INDEMNITY**

39. 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 misuse of the equipment by any person (other than that caused by the Supplier) or arising out of this contract. The Hirer shall affect to keep in force at all times Policies of Insurance in respect of the Hirer's liabilities under this condition.
40. 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 reinstated up to and including the time the equipment is returned to the Supplier. Should the Supplier sell for whatever reason their hire stock that has been marked with their security paint ('the Paint') it is the Hirer's responsibility to remove all visible traces of the Paint and the sale is conditional on the removal of the Paint. Title to any sold equipment does not pass to the Hirer until all visible traces of the Paint have been removed and title to any equipment bearing the Paint remains with the Supplier whether or not the items have been paid for. The Hirer will remove all visible traces of the Supplier's paint within 90 days or such further period as may be agreed by a Director of the Supplier in writing of the date of the Supplier's invoice for goods failing which title to the equipment will remain with the Supplier whether or not the goods have been paid for. It is agreed between the parties that the purpose of this clause is for the overall protection of the Supplier's general hire fleet. It is the Hirer's responsibility to ensure that it agrees with a Director in advance of any such transaction of the Supplier in writing a sufficient period of time to remove the Paint, failing which 90 days referred to in this clause will prevail.