

## Plant and Equipment Terms and Conditions

### 1. Traffic Management Hires

The customer hiring plant or equipment shall be responsible for ensuring that plant or equipment hired from Class One Traffic Management shall be returned in the same condition as it was hired. Failure to return equipment in the same condition may result in costs to the hirer. These costs will be sufficient to restore the equipment to its condition at the point of hire. Costs may vary depending on extent of work required to be carried out.

### 2. Insurances

The hirer must ensure they have sufficient insurance in place to cover potential loss or damage to our equipment. The hirer is responsible for theft of plant or equipment, including fire damage from the time equipment has been placed by Class One personnel, until it is collected by Class One personnel, or returned to our depot, as well as any legal costs attributed to the recovery process. Charge for lost or damaged equipment will be based on replacement value plus administration fee. The hirer must indemnify Class One for any claim arising whatsoever as a result of the hire.

### 3. Repair Costs

The hirer is responsible for costs for attributable breakdowns. The hirer is responsible for carrying out maintenance checks on equipment i.e. ensuring sufficient level of oil, fuel, water etc. The hirer is responsible for equipment, and any damaged cables.

### 4. Third Party Costs

We cannot be held liable for any costs associated with 3rd party responses to our sites. These costs will be passed onto the hirer. We cannot be held responsible for any consequential loss whatsoever. We will endeavor to work in line with your requirements as far as practically possible, however, in the event of any financial loss, consequential or not, we will not accept costs associated with said loss. Please ensure you insure against this risk.

### 5. Off Hires

Anyone calling our office will be given a unique reference number. This will pertain to an instruction. Without this reference number there will be no record of your instruction, this is to eliminate a contractor advising us of an off hire which we have no knowledge of, in these circumstances your reference number will prove your instruction was given and accepted by us.

### 6. Instructions

Any instruction requiring Class One to carry out work on behalf of a client must be made in writing or email. A verbal or telephone instruction is insufficient. We require an actual auditable record to give us both a degree of evidence in the event of a dispute. All instructions must be made to the dedicated Project Manager to ensure the request is properly processed.

### 7. Cancellation

Any cancellation within 24 hours of the start of the work will incur the full charge for the works. Any cancellation between 24 and 48 hours of the start of the work will incur a charge of 50% of the total value of the works.

### 8. Inclement Weather

Where work is cancelled due to inclement/adverse weather conditions, we will expect payment in full for resources allocated to the project affected.

### 9. Minimum Period

Hire of equipment is based on a minimum 3-day hire.

### 10. Public Holidays

A 70% Public Holiday uplift will apply to costs on the following dates: New Years Day, 2nd January, Good Friday, Easter Monday, 1st Monday in May, Last Monday in May, Last Monday in September, Christmas Day, Boxing Day.

### 11. Weekend Working

Where no weekend working rates have been quoted a 35% increase will apply.

### 12. Payment Terms

a) Payment Terms 30 days from date of application/invoice and will be agreed prior to contract starting.

b) All payments to be made by the hirer shall be made without withholding or set off on account of disputes, counterclaims or for any other reason whatever.

### 13. Invoice Queries

Invoice queries will not be accepted unless notified in writing within 14 days of receipt of invoice.

### 14. Retention Penalties

We reserve the right to be excluded from retention monies as all our work is temporary, also as we do not benefit from bonuses, we do not accept lane rental charges.

### 15. Liability

Our customer accepts that when we install a traffic management system whether our client has a representative on site or not our personnel will not leave site until the system is safe and compliant, with our design or chapter 8 recommendations. We cannot accept any liability for site integrity once we have vacated the site as there are factors that may affect the site that are outwith our control.

### 16. Limitations

We cannot accept liability for any claims arising from alterations to our original system layout.

### 17. Contract charges

The total liability of Class One Traffic Management Ltd shall in no circumstances exceed a sum equal to 125% of the task rate.

### 18. Terms of Engagement

Where we are engaged in 24-hour site maintenance, this means we are paid to maintain a site 24 hours a day. We will ensure the site traffic management equipment is maintained properly and any emerging fault rectified. To this end, we will indemnify our clients from any third-party claim relating to signs being disturbed by adverse weather conditions. Out with this concession, all risks for equipment will be the responsibility of our customers. We operate an emergency call out service at an additional cost. All customers should have in place adequate all risk, employer's liability and public liability insurance to ensure that they can meet any insurance claims whatsoever arising from the traffic management system.

### 19. Exclusions

Our quotation/estimate is based on the information provided at the time and not any other contract programme unless specifically referred to. Quotations are valid for 90 days. We do not include within our quotes provision for TSO, Deputy TSO, Wide Load Officer or Banksmen, unless specifically requested and detailed on our quotations. It is assumed that the main contractor will supply suitable and safe compound (hard standing) with shared welfare facilities free of charge.

### 20. Additional Costs

Costs incurred by us during the planning stage TTRO s, Road Closure Permits, Council Charges, associated advertising costs; etc. will be passed on by us regardless of the cancellation period.

### 21. Title to Equipment

All equipment remains the property of Class One Traffic Management Ltd.

### 22. Acceptance

Any company or individual engaging our services will be deemed to have fully accepted our terms and conditions.

### 23. Subcontract or Cross Hire

These terms and conditions apply also to any traffic management sub-contractor engaged by us.

### 24. Alteration Waiver

Terms and conditions may be subject to change by us without prior notice.