


<b>Document: T&amp;C 01</b>	<h1>Standard Terms &amp; Conditions</h1>	
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### IMPORTANT SAFETY WARNING

Before using any Traffic Management Equipment provided by us, we would draw your attention to the following points:

- A You must ensure that all users of the Traffic Management Equipment, in particular the temporary traffic signals equipment, have been instructed in its safe use and operation and that such use is in accordance with any relevant operating and safety instructions.
- B You must ensure that when using the Temporary Traffic Light equipment, that are battery powered, that no attempt is made to gain access to the battery compartment for the purposes of removing, altering or otherwise adjusting the batteries or their battery connection plugs or sockets.
- C You must ensure that when using Temporary Traffic Lights, that are electric start diesel generator powered, that the liquid lubricates and fuels used for the equipment are transported, stored and used in a safe manner. Unless the refueling service of the equipment is supplied by us.
- D. Unless supplied by us, the installation, alteration, maintenance and removal of the traffic management equipment must be done by a suitably qualified person(s) on any classification of road and or footway.

YOU MUST SEEK ASSISTANCE FROM A SUITABLY QUALIFIED PERSON OR US BEFORE USING AMENDING /ALTERING OR MAINTAINING THE TRAFFIC MANAGEMENT EQUIPMENT. WE WILL NOT ACCEPT ANY RESPONSIBILITY FOR ANY DAMAGE AND/ OR INJURY CAUSED BY YOUR FAILURE TO COMPLY WITH STATUTORY REQUIREMENTS OR FAILURE TO IMPLEMENT A SUITABLE MAINTENANCE REGIME. IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU ARE FULLY COVERED BY INSURANCE FOR ANY RISKS INVOLVED IN THE USE OF THE TRAFFIC MANAGEMENT EQUIPMENT, SUCH AS PERSONAL INJURY OR DEATH TO USERS OF THE TRAFFIC MANAGEMENT EQUIPMENT OR OTHER PERSONS. THIS SAFETY WARNING IS NOT IN ANY WAY INTENDED TO EXCLUDE OR LIMIT OUR LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE, BREACH OF CONTRACT OR OTHER DEFAULT.

### 1 DEFINITIONS

- 1.1 In these terms and conditions the following words shall have the following meanings herein ascribed to them. 'The Company' shall mean Contraflow Ltd. whose head office address is **1 Wardpark Road, Wardpark South Industrial Estate, Cumbernauld, G67 3JZ.**
- 1.2 "we/us/our" means Contraflow Ltd detailed in the Order and will include its employees, servants, agents and/or duly authorised representatives;
- 1.3 'The Customer' shall mean any party with whom the Company enters into a Contract.
- 1.4 'The Contract' shall mean the contract entered into between the Company and the Customer of which these terms and conditions shall form part.
- 1.5 "you/ your" means the person, firm, company or other organisation hiring the Equipment and/or purchasing the Products.
- 1.6 "Charges" means our current installation, hire, fabrication, manufacture and removal charges from time to time including any charges for the Services during the Hire Period and/or any charges for the sale of the Products or supply of Services (as appropriate);
- 1.7 "Contract" means a contract created by the acceptance of the Order and which incorporates these conditions and any special conditions detailed in the Order made between you and us for the hire of the Equipment, the provision of the Services and/or the sale of ;
- 1.8 "Cash" means any advance payment required by us in relation to cash payments for installation, hires, fabrication, alteration, amendments and removal of the Equipment which maybe requested by us;
- 1.9 "Equipment" means the traffic management equipment detailed in the Order together as a whole and any accessories hired by you as specified in the Contract, including any substitutions, replacements and additions made in accordance with the terms of this Contract and any accessories or other item supplied with the Equipment.
- 1.10 "Force Majeure" means any event outside a party's reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions and any other similar events;
- 1.11 "Hire Period" means the period commencing when you hold the Equipment on hire (including Saturdays, Sundays and Bank Holidays) and ending upon the happening of any of the following events you return the Equipment to our possession; or we uplift the Equipment; or we repossess the Equipment
- 1.12 "Hire Charges" means the charges including the hire charges and other fees (as applicable) charged to you by us in respect of the hire of the Equipment.
- 1.13 "Daily Maintenance" means our attendance on site to rectify any items of traffic management equipment which has been moved from its original position and if required to clean any item of traffic management equipment at scheduled prearranged intervals of no more than 3 days.
- 1.14 "Adhoc Maintenance" means our attendance on site to rectify any item of traffic management equipment which has been moved from its original position and if required to clean any item of traffic management equipment at your request which is unscheduled and the interval from our previous visit to site has been greater than 3 days.
- 1.15 "Liability" means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs (including but without limitation all legal costs and disbursements) and any other losses and/or liabilities;
- 1.16 "Order" means the purchase order containing the details of the Contract;
- 1.17 "Products" means the products sold by us to you;
- 1.18 "Services" means the services and/or work performed by us for you whether in conjunction with the hire of Equipment (including any installation, amendment, alteration, delivery, uplift and/or collection service for the Equipment) or otherwise;
- 1.19 "Outstanding Balance" means all amounts payable under this Contract less the amount paid.
- 1.20 "Site" means the location where you intend to use the Equipment.

### 2 LIABILITY

- 2.1 All warranties, representations, terms, conditions and duties implied by law relating to fitness, quality and/or adequacy are excluded to the fullest extent permitted by law.
- 2.2 If we are found to be liable in respect of any loss or damage to your property the extent of our Liability will be limited to the retail cost of replacement of the damaged property.
- 2.3 Any defective Equipment and/or Products must be available for inspection before we have any Liability for defective Equipment and/or Products.
- 2.4 We shall have no Liability to you if any Charges or monies due in respect of the Equipment, the Services and/or the Products have not been paid in full and cleared funds by the due date for payment.
- 2.5 We shall have no Liability resulting from or contributed to by your continued use of defective Equipment and/or Products after a defect has become apparent or suspected or should reasonably have become apparent to you.
- 2.6 We shall have no Liability to you to the extent that you are covered by any policy of insurance and you shall ensure that your insurers waive any and all rights of subrogation they may have against us.
- 2.7 We shall have no Liability to you for any:- losses whether arising from breach of contract, tort (including but not limited to negligence), or otherwise, and whether flowing naturally and directly from such breach, negligence or other cause, or not, for: loss of revenue, loss of profit, loss of anticipated saving, loss of goodwill; or loss of reputation; economic and/or other similar losses; special damages, indirect losses and/or consequential losses; and/or business interruption, loss of business, contracts and/or opportunity.
- 2.8 Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of: Liability for breach of contract; Liability in tort (including negligence); and Liability for breach of statutory and/or common law duty.
- 2.9 If either you or we are in breach of any term of this Contract, neither of us will be responsible for any losses that the other suffers as a result of such breach except losses which are a foreseeable consequence of the breach.
- 2.9 We will not accept any responsibility for any damage and/or injury caused by your failure to comply with operating and safety instructions supplied to you. It is your responsibility to ensure that you are fully covered by insurance for any risks involved in the use of the Equipment, such as personal injury or death to users of the Equipment or other persons. This clause does not exclude or limit our liability for death or personal injury caused by our negligence, breach of contract or other default.
- 2.10 If a third party makes a claim against us in relation to any loss or damage caused by the Equipment as a result of your breach of any term of this Contract, you will indemnify us in full for all costs and/or losses suffered by us as result thereof including but not limited to payment of compensation (including interest where applicable) to the third party, our reasonable legal and other fees incurred as a result of any legal action resulting from the claim. You will not be responsible for such a claim to the extent that the loss or damage results from our negligence or breach of contract.

### 3 QUOTATION OF WORKS


- 3.1 If requested by you a quotation of the proposed works will be issued to you by us to reflect as accurately as possible your descriptive requirements. It should be noted that the quotation is only indicative of the nature of the works and cannot be held as a true and accurate representation of the works once the works commence on site.
- 3.2 The indicative costs issued on the quotation are only valid for 90 days unless otherwise agreed.
- 3.3 The indicative costs issued on the quotation will not include for temporary pedestrian barrier, temporary vehicle barrier, road markings (temporary or permanent), local authority charges, audits, or any other specialist equipment or related activities unless itemised or otherwise agreed.

### 4 LOSS, THEFT OF, OR DAMAGE TO THE EQUIPMENT

- 4.1 If the Equipment is lost, damaged, destroyed or stolen whilst on hire, in your care, you will be liable for the full cost of repairing or replacing the Equipment. You must take reasonable care of the Equipment whilst it is in your custody.
- 4.2 Where the Equipment or any part of it is lost, stolen, damaged or destroyed you must notify us immediately and we will calculate the damages costs and advise you of these costs in order that you can notify your insurers.
- 4.3 You must notify the police immediately if the Equipment, or any part of it, is stolen or has been criminally damaged.

### 5 UNAUTHORISED CHANGES ON SITE

- 5.1 The Equipment will be set up on site as per the approved design, statutory requirements and in accordance with local authority and or trunk road operator requirements. Any changes, alterations, amendments made to the positioning and or settings of the Equipment without our involvement or guidance will be done so at your risk. We will not be held liable for any injury, loss or damage resulting from the change.

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## 6 UNAUTHORISED RE-HIRING OF EQUIPMENT

- 6.1 You must not re-hire, sublet, or lend any of the Equipment to any third party or transfer the equipment to another site, location or otherwise without our express permission.

## 7 CLIENT INSTRUCTIONS

- 7.1 All works instructions must be made in writing and issued by either letter or email to the appropriate Contraflow Manager.  
7.2 Verbal instructions will be accepted but must be followed within a 24hour period with a written confirmation of the same verbal instruction.  
7.3 All works instructions must be confirmed to the Contraflow Manager dealing with the specific works/ project and not to the Contraflow Operatives on site.  
7.4 Contraflow Managers will only accept instructions from the Client or their nominated representative.

## 8 CONDITION OF EQUIPMENT

- 8.1 If we are not employed to maintain the Equipment on site on a regular daily basis. You must check the state and condition of the Equipment at reasonable intervals during the period of hire to ensure that it remains safe, serviceable and clean. We will not check the Equipment during the period of hire unless a site visit is requested by you as an instruction (see item 7).  
8.2 You must not use (or permit the use of) the Equipment for any purpose beyond its capacity or in a manner likely to result in excessive wear. Any damage caused to Equipment as a result of inappropriate use will seek reimbursement costs from you to cover the cost of repair or the cost of replacement.  
8.3 If we are not employed on a Daily Maintenance regime at a quoted rate, any Adhoc Maintenance requests from you maybe charged at a rate equivalent to the original installation cost and will be dependent on our assessment of the condition of the Equipment on site.

## 9 ACCESS BY US FOR SERVICING AND INSPECTION AND RECOVERY OF EQUIPMENT

- 9.1 You undertake that you will allow us to have access to your premises at any reasonable time to enable us to inspect, repair, or replace Equipment as necessary while it is in your possession or to recover the Equipment if you fail to return the Equipment to us on termination of the Contract.

## 10 FAULTS, DEFECTS OR BREAKDOWN OF TRAFFIC MANAGEMENT EQUIPMENT

- 10.1 You must immediately notify us if the Equipment is damaged or breaks down or suffers a fault or defect such that it is inoperable or unsafe to use.  
10.2 Where the Equipment has broken down or is faulty or defective and is not readily repairable, we will substitute it with Equipment of a similar type.

## 11 NAMEPLATES IDENTIFICATION

- 11.1 You must not remove, deface or cover up any nameplate or identification mark or number on the Equipment, nor put any mark on the Equipment, which might indicate or suggest that the Equipment belongs to you. Unless it was been agreed that the Equipment has been sold to you then at that situation the nameplate or identification maybe removed.

## 12 TERMINATION OF HIRE

- 12.1 You can bring this Contract to an end at any time by contacting the appropriate Contraflow manager or the office representative and notifying them of your intended completion time and date.

## 13 UPLIFT OF EQUIPMENT

- 13.1 The Equipment must be in the same condition as when we supplied it to you although you will not be responsible for reasonable wear and tear which may occur during the period of hire.  
13.2 You must contact us to arrange uplift of the Equipment within normal office hours (Monday to Friday between 08:00hrs and 17:00hrs).  
13.3 When arranging for uplift of Equipment you must ensure that the site is clear of debris, plant, equipment and materials and that the road and or footway is in a suitably, safe and usable condition to allow public use. If it is deemed that the Equipment cannot be uplifted from the road and or footway as such an action would be unsafe for public usage. The Equipment will be left in place until such times as you have had the opportunity to make safe. You will be charged for the continuing hire period of the Equipment and the abortive uplift costs.

## 14 PAYMENT

- 14.1 The Equipment can be hired by the day, for the weekend, by the working week, by the week or by the month. If you do not contact us to arrange uplift of the Equipment by the times as stated below, then we will be entitled to charge you for any additional day's (or days') hire.  
The latest times, by which the Equipment must be uplifted are as follows:  
Equipment hired for a day must be uplifted on that day of hire by 6.00pm  
Equipment hired for a weekend must be uplifted by 6.00pm on Sunday  
Equipment hired for a working week must be uplifted on Friday by 6.00pm. A working week will be 8:00am on Monday to 6:00pm on the following Friday.
- 14.2 All invoices must be paid within 30 days of the date of the invoice.  
14.3 All request for payment applications must be paid on the agreed payment date(s) unless we are notified of a disputed Item(s) in accordance with the Conditions of Contract.  
14.4 If any payment due under this Contract is not paid in full and on the due date, we reserve the right to charge interest from the due date to the date of payment at the base rate of the Bank of England plus 8% per annum.  
14.5 All additional charges such as Local Authority charges for temporary traffic regulation orders, advertising costs, external hire of specialist equipment and such like will incur an administration fee and will be included within the invoice and or contract application and subject to the payments dates indicated in clause 14.2 and 14.3.

## 15 CANCELLATION

- 15.1 If you wish to cancel a pre-arranged / scheduled installation, amendment, alteration or uplift or Equipment, it should be done as soon as possible to avoid incurring a cancellation charge. You must contact the appropriate Contraflow manager or the office representative to cancel any works within normal office hours (Monday to Friday between 08:00hrs and 17:00hrs).  
15.2 Cancellation charges will vary depending on notification period received: cancellation within 24 hours of the commencement of the works on site may incur the full amount of the installation costs. If cancellation is received between 24 hours and 48 hours of the commencement of the works on site this may incur a charge of 75% of the installation costs.  
15.3 If in the event that you wish to cancel works, any costs incurred by us associated with your works and arranged by us on your behalf, such as temporary traffic regulation orders, advertising costs, external hire of specialist equipment and such like will still be charged to you regardless of the notification period.

## 16 GENERAL

- 16.1 If any provision of this contract is held to be unlawful, void or unenforceable then that provision will be deemed severable and will not affect the validity and enforceability of the remaining provisions, to the extent permitted by law.  
16.2 Notices from you to us should be sent to us at our head office address. Notices from us to you will be sent to the address provided to us by you or to any other address which you have notified to us in writing. You will notify us immediately in writing of any change to your address.  
16.3 This Contract incorporates all of the terms agreed between you and us. It cannot be varied except by a document signed by you and us on or after the date of the Contract.  
16.4 A party who is not a party to the Contract shall have no right to enforce any term of the Contract under the Contracts (Rights of Third Parties) Act 1999.  
16.5 Any party, company, individual or authority who have entered into a Contract with us to supply a service will be deemed to have fully accepted the above terms and conditions.