

ROAR SCAFFOLDING LTD

COMMERCIAL TERMS & CONDITIONS

These Commercial Terms & Conditions apply to all quotations, scaffold hire, temporary roofs, designs, inspections and associated works supplied by Roar Scaffolding Ltd.

They apply only where the Client is acting in the course of a business. They are not intended for use where the Client is a consumer contracting wholly or mainly outside their trade, business, craft or profession.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms:

“Company” means Roar Scaffolding Ltd.

“Client” means the business, company, partnership, contractor or other commercial organisation accepting the Quotation or instructing the Works.

“Contract” means the accepted Quotation, these Terms, any accepted variation and any other document expressly incorporated by the Company.

“Contract Value” means the total value of the accepted Quotation together with all accepted variations, additions and additional works, excluding VAT. For the avoidance of doubt, it means the whole then-current Contract Value and not merely the value of the scaffold remaining on Site or the value of an individual phase.

“Equipment” means all scaffold tube, fittings, boards, beams, sheeting, temporary-roof components, ladders, gates, alarms, protection and other equipment supplied by the Company.

“First Completed Scaffold Use” means the date on which the first scaffold, section, elevation, lift or phase is completed and notified as ready and available for use, whether or not the Client or another contractor actually begins using it on that date.

“Initial Hire Period” means the included period of hire stated in the Quotation.

“Quotation” means the Company’s quotation, estimate, addendum or variation issued through Tradify or otherwise in writing.

“Site” means the property or location at which the Works are undertaken or the Equipment is situated.

“Works” means the design, delivery, erection, alteration, adaptation, inspection, hire and dismantling described in the Contract.

“Working Day” means any day other than a Saturday, Sunday or public holiday in England.

1.2 References to **“writing”** include email, Tradify communication and other electronic written communication capable of being retained.

1.3 Headings are for convenience only and do not affect interpretation.

1.4 References to legislation include any amendment, replacement or re-enactment in force at the relevant time.

2. CONTRACT FORMATION AND PRECEDENCE

2.1 A binding Contract is formed upon the earliest of:

2.1.1 Electronic acceptance of the Quotation through Tradify;

2.1.2 Receipt by the Company of a purchase order;

2.1.3 Written instruction to proceed;

2.1.4 Payment of any deposit or advance invoice; or

2.1.5 Commencement of the Works at the Client's request.

2.2 A person accepting the Quotation or instructing the Company warrants that they have authority to bind the Client.

2.3 Acceptance through Tradify has the same contractual effect as written acceptance. No separate signature is required.

2.4 The Contract constitutes the entire agreement between the parties and supersedes previous discussions, representations and correspondence, except in the case of fraud.

2.5 The order of precedence is:

2.5.1 Any subsequently accepted variation or addendum;

2.5.2 The Quotation;

2.5.3 These Commercial Terms & Conditions; and

2.5.4 Any other document expressly incorporated by the Company.

2.6 Terms appearing on the Client's purchase order or other documents shall not amend or override the Contract unless expressly accepted in writing by a director of the Company.

2.7 The Quotation is based upon the drawings, measurements, photographs, programme, access information and intended use made available before pricing, together with conditions reasonably visible at any pre-contract Site visit.

2.8 Restricted access, hidden structures, unsuitable ground, unrecorded services, prohibited tying positions, changes in building geometry, neighbour restrictions, phased working, altered programmes and requirements not disclosed before pricing may constitute variations.

3. QUOTATION VALIDITY, COMMENCEMENT AND AVAILABILITY

3.1 Unless expressly stated otherwise, every Quotation is valid for acceptance for 30 calendar days from its date of issue.

3.2 A Quotation not accepted within the 30-day validity period automatically expires and may be withdrawn, amended or reissued by the Company.

3.3 The quoted price and indicated availability are based upon the Works commencing within 30 calendar days of the Quotation date, unless:

3.3.1 The Quotation expressly identifies a later commencement date; or

3.3.2 A later commencement date is agreed by the Company in writing before expiry of the 30-day period.

3.4 Acceptance of a Quotation within its validity period does not:

3.4.1 Fix the quoted price indefinitely;

3.4.2 Reserve labour, materials, transport or design resources indefinitely; or

3.4.3 Guarantee a requested commencement date unless that date has been confirmed by the Company in writing.

3.5 Where erection or mobilisation is requested or delayed beyond 30 calendar days from the Quotation date, the Company reserves the right to review and amend the price, programme and availability before commencing the Works, even where the original Quotation has already been accepted.

3.6 A review under Clause 3.5 may take account of:

3.6.1 Labour and subcontractor costs;

3.6.2 Material and Equipment availability;

3.6.3 Transport and fuel costs;

3.6.4 Design requirements;

3.6.5 Seasonal demand;

3.6.6 Changes in legislation, standards or industry guidance;

3.6.7 Changes to the construction programme or Site conditions; and

3.6.8 Any alteration to the scope, access or information upon which the original Quotation was based.

3.7 Where the Company proposes an amended price or programme, it shall notify the Client before mobilisation. The Company shall not be required to commence the affected Works until the amendment has been accepted in writing or through Tradify.

3.8 If the Client does not accept the amended price or programme, either party may terminate the unperformed part of the Contract without liability for loss of profit or consequential loss.

3.9 Following termination under Clause 3.8, the Client remains responsible for properly incurred costs relating to:

3.9.1 Design work already instructed or completed;

3.9.2 Site surveys specifically requested by the Client;

3.9.3 Bespoke or non-returnable materials ordered with the Client's authority; and

3.9.4 Any other Works already completed or costs expressly authorised by the Client.

3.10 The Company shall not rely upon Clause 3.5 solely because commencement has been delayed by the Company after it has confirmed a fixed commencement date, except where the delay or cost increase results from circumstances outside the Company's reasonable control.

3.11 For the purposes of this clause, commencement means the Company's first mobilisation to begin physical erection at the Site. A survey, design visit, delivery-planning visit or preliminary meeting does not constitute commencement unless expressly stated otherwise.

4. PAYMENT TERMS AND NOTICES

4.1 Unless the Quotation expressly states otherwise, the Company shall be entitled to invoice:

4.1.1 Seventy-five per cent of the Contract Value upon First Completed Scaffold Use; and

4.1.2 The remaining twenty-five per cent upon the earliest of:

(a) Written instruction to dismantle;

(b) Expiry of the Initial Hire Period; or

(c) Termination of the Contract.

4.2 All invoices are due and payable immediately upon receipt unless a different payment date has been expressly agreed in writing before the invoice is issued.

4.3 Each Company invoice shall constitute a payment application and, where applicable, a payee's payment notice specifying the sum the Company considers due and the basis upon which that sum has been calculated.

4.4 Where the Housing Grants, Construction and Regeneration Act 1996 applies, the parties' rights and obligations concerning due dates, final dates for payment, payment notices and

pay-less notices shall operate in accordance with that Act and, where applicable, the Scheme for Construction Contracts.

4.5 Any payment notice or pay-less notice issued by the Client must comply with the form, content and timing requirements of the applicable legislation. Nothing in these Terms requires the Company to issue an invoice a specified number of days before payment becomes due.

4.6 In the absence of a valid payment notice or pay-less notice where one is required by law, the Client shall pay the notified sum in accordance with the applicable legislation.

4.7 Retention shall not apply unless expressly agreed in writing before commencement of the Works.

4.8 Payment shall be made by bank transfer to the account stated on the Company's invoice. The relevant invoice number must be used as the payment reference.

4.9 Where applicable, CIS deductions and the VAT Domestic Reverse Charge shall be applied in accordance with HMRC requirements.

4.10 The Client shall provide all information reasonably required to determine the correct CIS and VAT treatment.

4.11 No set-off, withholding, contra charge, deduction or abatement may be made except:

4.11.1 Pursuant to a valid payment notice or pay-less notice where applicable;

4.11.2 By written agreement with the Company; or

4.11.3 As determined by adjudication, arbitration or final court judgment.

5. LATE PAYMENT AND SUSPENSION

5.1 Where the Late Payment of Commercial Debts (Interest) Act 1998 applies, the Company may charge statutory interest, fixed compensation and reasonable debt-recovery costs under that Act.

5.2 Where that Act does not apply, overdue sums shall carry interest at eight per cent per annum above the Bank of England base rate, calculated daily from the date payment became overdue until payment is received in full.

5.3 The Company may recover reasonable legal, administrative and debt-recovery costs arising from overdue payment to the extent permitted by law.

5.4 Where a notified sum remains unpaid, the Company may exercise its statutory right to suspend performance after giving the required written notice under Section 112 of the Housing Grants, Construction and Regeneration Act 1996.

5.5 The Company may suspend:

5.5.1 Further erection or adaptation;

5.5.2 Non-emergency inspection services;

5.5.3 Delivery of additional Equipment;

5.5.4 Non-safety-critical dismantling; and

5.5.5 Any other contractual performance lawfully capable of suspension.

5.6 The Company shall not be required to suspend or postpone any action reasonably necessary to make the scaffold safe or comply with a statutory safety obligation.

5.7 The Client shall be responsible for reasonable delay, remobilisation, labour, transport and administration costs caused by a lawful suspension.

5.8 Suspension does not stop the hire period or prevent additional hire charges accruing while the Equipment remains allocated to or situated at the Site.

6. HIRE PERIOD

6.1 The Initial Hire Period is the period stated in the Quotation.

6.2 Unless the Quotation expressly states otherwise, the Initial Hire Period commences on the date of First Completed Scaffold Use.

6.3 Handover or readiness for use occurs when the Company completes the relevant scaffold, section, elevation, lift or phase and notifies the Client or Main Contractor that it is ready and available for use.

6.4 Actual use by the Client or another contractor is not required for the hire period to commence.

6.5 Where the Works are phased, the hire period:

6.5.1 Commences upon First Completed Scaffold Use;

6.5.2 Runs continuously from that date;

6.5.3 Does not pause while the Client awaits the next construction phase;

6.5.4 Does not restart upon an adaptation, extension, raising, additional lift or completion of a temporary roof; and

6.5.5 Is not extended by delays, resequencing or phased working unless expressly agreed in the Quotation.

6.6 Any separate hire period for a particular structure or phase applies only where expressly stated in the Quotation.

6.7 Programme and completion dates are estimates only. Time shall not be of the essence unless expressly agreed in writing.

7. OVERRUN AND ADDITIONAL HIRE

7.1 Unless expressly stated otherwise in the Quotation, every week or part of a week beyond the Initial Hire Period shall be charged at two per cent of the whole then-current Contract Value, excluding VAT.

7.2 The two per cent charge applies to the entire Contract Value, including all accepted variations, adaptations and additional works, and not merely to:

7.2.1 An individual scaffold elevation;

7.2.2 A particular phase;

7.2.3 Equipment in active use;

7.2.4 Equipment added after First Completed Scaffold Use; or

7.2.5 The proportion of Equipment remaining on Site.

7.3 Additional hire accrues automatically and does not require a further quotation, purchase order or reminder.

7.4 Additional hire continues regardless of:

7.4.1 Whether the scaffold is actively used;

7.4.2 Delay by the Client, Main Contractor or another trade;

7.4.3 Changes to the construction programme;

7.4.4 Resequencing or suspension of the works;

7.4.5 Delay in obtaining materials, approvals or third-party consents;

7.4.6 Restricted or unavailable access;

7.4.7 Adverse weather affecting the Client's works; or

7.4.8 Any other matter outside the Company's reasonable control.

7.5 Partial non-use or removal of part of the scaffold does not reduce the weekly charge unless a reduced charge is expressly agreed in writing.

7.6 Hire continues until:

7.6.1 The Company receives written instruction to dismantle from an authorised representative;

7.6.2 The scaffold is cleared of persons, waste, stored materials, temporary services and third-party equipment;

7.6.3 Safe and unrestricted dismantling access is available; and

7.6.4 Any condition preventing lawful or safe dismantling has been removed.

7.7 Once all conditions in Clause 7.6 have been satisfied, the Company shall dismantle within a reasonable period having regard to labour, transport, weather, safety and programme availability.

7.8 Additional hire remains payable where dismantling is delayed because the conditions in Clause 7.6 have not been met or for reasons outside the Company's reasonable control.

7.9 Additional hire invoices are payable in accordance with Clause 4 and are not subject to retention.

8. ADDITIONAL SITE VISITS, SCAFFOLD INSPECTIONS, ADAPTATIONS AND EMERGENCY ATTENDANCES

8.1 The Contract includes only the attendances, erection phases, adaptations, scaffold inspections and Site visits expressly stated in the Quotation.

8.2 Every additional Site visit or scaffold inspection beyond those expressly included in the Quotation shall be subject to a minimum charge of £150.00 plus VAT per visit or inspection.

8.3 Where an additional attendance involves an alteration, adaptation, raising, lowering, extension, partial dismantle or other physical alteration to the scaffold, a minimum adaptation charge of £350.00 plus VAT per attendance shall apply.

8.4 Emergency or urgent attendance requested by the Client, Main Contractor, Site management, emergency services or another authorised person shall be charged from a minimum of £550.00 plus VAT per attendance.

8.5 An emergency or urgent attendance includes an attendance:

8.5.1 Requested for the same day or outside the Company's normal working programme;

8.5.2 Required outside normal working hours;

8.5.3 Required following impact, misuse, unauthorised alteration or adverse weather;

8.5.4 Required to investigate a reported immediate safety concern; or

8.5.5 Required to make safe conditions not caused by the Company's breach or negligence.

8.6 The minimum charges under Clauses 8.2, 8.3 and 8.4 are alternative minimum charges for the relevant type of attendance and are not cumulative for the same visit. The highest applicable minimum charge shall apply.

8.7 The applicable minimum attendance charge covers the call-out or visit only. Where applicable, the Company may charge separately for:

8.7.1 Scaffolder and labourer time;

8.7.2 Transport, delivery and collection;

8.7.3 Additional Equipment or materials;

8.7.4 Design or engineering work;

8.7.5 Alterations, adaptations or extensions;

8.7.6 Parking, permits, tolls or congestion charges;

8.7.7 Specialist plant or lifting equipment;

8.7.8 Waiting time; and

8.7.9 Out-of-hours working.

8.8 An abortive attendance shall be charged at the applicable minimum rate, together with any applicable labour, transport, plant or waiting-time costs.

8.9 An attendance may be treated as abortive where:

8.9.1 The Site is not ready;

8.9.2 Safe access is unavailable;

8.9.3 Other works prevent the Company from proceeding;

8.9.4 Required permissions have not been obtained;

8.9.5 The scaffold has not been cleared;

8.9.6 The instructed work differs materially from the agreed scope; or

8.9.7 The Company cannot proceed safely for a reason outside its control.

8.10 The Company will identify additional charges before proceeding where reasonably practicable. Emergency safety work may be undertaken without prior pricing where reasonably necessary to prevent injury or damage.

8.11 No emergency attendance charge shall apply where the emergency was caused solely by the Company's breach of Contract or negligence.

9. DISMANTLING

9.1 Dismantling will be scheduled only after:

9.1.1 Written instruction from an authorised representative of the Client or Main Contractor;

9.1.2 Compliance with the access and clearance requirements in Clause 7.6; and

9.1.3 Payment of all sums that have become due, unless otherwise agreed in writing or except where withholding dismantling would conflict with a legal safety obligation.

9.2 A request to dismantle is not effective if the Equipment cannot be safely accessed or the scaffold remains obstructed or in use.

9.3 If access is unavailable on an agreed dismantling date, additional hire, attendance and abortive-visit charges will apply.

9.4 The Client shall provide reasonable advance notice of its required dismantling date. Dismantling dates remain subject to confirmation by the Company.

9.5 The Company is not responsible for delay caused by the Client issuing dismantling instructions without sufficient notice.

10. ACCESS, GROUND AND SITE CONDITIONS

10.1 The Client shall provide and maintain safe, suitable and unrestricted access for survey, delivery, erection, alteration, inspection and dismantling.

10.2 The Client is responsible for ensuring that:

10.2.1 The ground and supporting structures are firm, stable and capable of carrying the imposed loads;

10.2.2 Excavations, voids, cellars, basements, drainage runs and underground services are identified before erection;

10.2.3 Access routes are clear and suitable for personnel, vehicles and materials;

10.2.4 Working areas are clear of waste, plant, stored materials and obstructions;

10.2.5 Suitable tying positions are available unless an alternative designed arrangement has been agreed; and

10.2.6 Relevant structural information is accurate and complete.

10.3 The Company may suspend or alter its method where actual conditions differ from the information provided or reasonably visible before commencement.

10.4 Additional work arising from unsuitable ground, concealed conditions, restricted access, structural limitations or inaccurate information will constitute a variation.

11. CLIENT AND MAIN CONTRACTOR RESPONSIBILITIES

11.1 The Client and Main Contractor shall:

11.1.1 Ensure the scaffold is used only for its agreed purpose and duty rating;

11.1.2 Prevent overloading and unauthorised material storage;

11.1.3 Prevent unauthorised alteration, removal or interference;

11.1.4 Control access to the scaffold;

11.1.5 Ensure users follow all handover instructions and safety signage;

11.1.6 Notify the Company immediately of damage, movement, impact or suspected instability;

11.1.7 Prevent the attachment of sheeting, banners, hoists, chutes, lifting equipment or temporary services without written approval; and

11.1.8 Ensure that no person uses a scaffold which has not been handed over or which has been identified as unsafe.

11.2 No person other than the Company or another contractor expressly authorised in writing by the Company may alter the scaffold.

11.3 The Client is responsible for loss, theft or damage to the Equipment while situated at the Site, except to the extent caused by the Company's negligence or fair wear and tear.

11.4 Damage, loss, misuse or unauthorised alteration will be charged at the reasonable replacement or rectification cost together with associated labour and transport.

11.5 The Client shall indemnify the Company against third-party claims and losses arising from the Client's breach, misuse, overloading or unauthorised alteration, except to the extent caused by the Company's negligence.

12. THIRD-PARTY CONSENTS, COUNCIL LICENCES AND ACCESS RIGHTS

12.1 The Client is responsible for obtaining and maintaining all licences, permits, consents, easements, oversail agreements and access rights required for the Works.

12.2 These include rights, permissions and licences relating to:

12.2.1 Adjoining land or airspace;

12.2.2 Neighbouring roofs, façades and structures;

12.2.3 Public highways, pavements and roads;

12.2.4 Local authorities, councils and statutory undertakers;

12.2.5 Parking suspensions, road closures and pavement licences; and

12.2.6 Landlords, freeholders, occupiers and managing agents.

12.3 All council, local-authority, highway, parking, pavement, road-closure and statutory licence or permit fees are excluded from the Quotation unless expressly stated as included.

12.4 Where the Company agrees to arrange or administer a licence or permit on behalf of the Client:

12.4.1 All licence, permit, deposit, renewal and local-authority charges shall be payable by the Client;

12.4.2 The Company may charge a reasonable administration fee;

12.4.3 The Client must provide all requested information promptly; and

12.4.4 The Company is not responsible for a delay or refusal by the relevant authority.

12.5 Unless expressly agreed otherwise, the Company is not responsible for negotiating or obtaining third-party rights or permissions.

12.6 An instruction to proceed constitutes confirmation that the Client has obtained the rights and permissions necessary for the instructed Works.

12.7 The Client shall reimburse the Company for reasonable loss, labour, transport, plant, professional fees and programme costs arising from the absence, withdrawal, expiry or inadequacy of a required permission or licence.

12.8 The Client shall indemnify the Company against third-party claims caused by the Client's failure to obtain a necessary right, consent, permit or licence, except to the extent caused by the Company's negligence.

13. ROOFS, FINISHES AND EXISTING PROPERTY

13.1 The Company is an access and scaffolding contractor and does not undertake a condition survey of roofs, tiles, slates, façades, finishes or supporting structures unless expressly engaged to do so.

13.2 The Client shall identify any fragile, aged, defective, asbestos-containing or unusually vulnerable material before work begins.

13.3 The Company is not responsible for loss or damage arising from:

13.3.1 Pre-existing defects or deterioration;

13.3.2 Inadequate fixing or structural support;

13.3.3 Inaccurate information supplied by others;

13.3.4 Unavoidable minor disturbance where reasonable care has been exercised; or

13.3.5 Work or interference by other contractors.

13.4 Nothing in this clause excludes liability for damage directly caused by the Company's failure to exercise reasonable care and skill.

13.5 Unless expressly included, making good, decorating, replacing tiles and repairing pre-existing defects remain the Client's responsibility.

14. TEMPORARY ROOFS, SHEETING AND WEATHER PROTECTION

14.1 Temporary roofs and sheeted scaffolds are temporary weather-reduction systems and are not permanent buildings or guaranteed watertight enclosures.

14.2 The Client remains responsible for protecting the permanent and temporary works, contents, finishes and materials against water ingress, condensation and weather exposure.

14.3 The Client shall provide and maintain suitable drainage, pumping and water-management arrangements unless expressly included in the Quotation.

14.4 The Client shall not remove, loosen, cut, puncture or alter sheeting or temporary-roof components.

14.5 The Company does not guarantee uninterrupted weather protection during extreme weather or while the temporary roof is being installed, altered, opened or dismantled.

14.6 Any request to open, move or adapt the temporary roof constitutes additional work and may require further design.

14.7 Nothing in this clause excludes liability for loss or damage directly caused by the Company's failure to exercise reasonable care and skill.

15. DESIGN, LOADING AND PROVIDED INFORMATION

15.1 Scaffolds falling outside a recognised standard configuration will require bespoke design by a competent temporary-works designer.

15.2 All scaffold design, temporary-roof design, wind-loading assessment, engineering and temporary-works design fees are excluded from the Quotation unless expressly stated as included.

15.3 Where design is required but has not been expressly included, the Company will notify the Client of the applicable design charge before commissioning the design where reasonably practicable.

15.4 The Company and its appointed designer shall exercise reasonable skill and care. No fitness-for-purpose obligation is accepted unless expressly agreed in writing.

15.5 The Client shall provide accurate and complete information concerning:

15.5.1 Intended use;

15.5.2 Required lift heights and boarded levels;

15.5.3 Imposed and material-storage loads;

15.5.4 Sheeting, netting and weather protection;

15.5.5 Hoists, loading bays, chutes and lifting operations;

15.5.6 Building geometry and programme;

15.5.7 Ground and structural capacity;

15.5.8 Tying restrictions; and

15.5.9 Phased construction or adaptation requirements.

15.6 Changes to the supplied information or intended use may require redesign and will constitute a variation.

15.7 Debris, pallets, blocks, bricks, tiles or other materials must not be stacked on the scaffold beyond its stated duty rating.

15.8 Sheeting, advertising banners, lifting equipment, fans, hoists and other items that affect loading or wind resistance must not be added without written approval.

16. ERECTION, HANDOVER AND INSPECTIONS

16.1 The Company shall erect, alter and dismantle the scaffold in accordance with applicable legal requirements and either:

16.1.1 A relevant recognised standard configuration and compliance sheet; or

16.1.2 The approved bespoke design.

16.2 The Company will notify the Client when a scaffold or completed phase is ready for use.

16.3 No scaffold may be used before completion and handover of the relevant section.

16.4 After handover, the Client or Main Contractor shall ensure that a competent person carries out and records all inspections required by law, including:

16.4.1 Before first use;

16.4.2 At intervals not exceeding seven days while in use for construction;

16.4.3 Following substantial alteration;

16.4.4 Following adverse weather; and

16.4.5 Following any event liable to affect stability or safety.

16.5 The legal duties of each party remain those imposed by applicable health and safety law. Nothing in the Contract transfers or excludes a statutory duty that cannot lawfully be transferred or excluded.

16.6 Where the Client does not have a competent scaffold inspector, the Company may provide inspection services subject to the minimum inspection charge in Clause 8.2 or such other charge as is expressly agreed in the Quotation.

16.7 Unless inspection services are expressly included, the Company is not responsible for routine statutory inspections after handover.

16.8 The Client shall immediately prevent use and notify the Company if an inspection identifies a defect or there is reason to believe the scaffold is unsafe.

17. VARIATIONS, ADAPTATIONS AND ADDITIONAL WORKS

17.1 Alterations, adaptations, extensions, additional boarded lifts, phased attendances, return visits, additional loading requirements and changes to the agreed scope are chargeable.

17.2 No variation is binding unless instructed or accepted in writing, except emergency work reasonably required to make the scaffold safe.

17.3 Where practicable, the Company will provide the price or charging basis before undertaking a variation.

17.4 If immediate work is necessary for safety or the Client requires work to proceed before the price is agreed, the work shall be valued using the Company's reasonable prevailing labour, material, transport, design and plant rates.

17.5 A variation does not restart, suspend or extend the Initial Hire Period unless expressly stated.

17.6 Accepted variations form part of the Contract Value and are included when calculating the two per cent weekly additional-hire charge.

17.7 Every adaptation attendance is subject to the minimum adaptation charge set out in Clause 8 unless that adaptation is expressly included within the Quotation.

18. OWNERSHIP OF EQUIPMENT

18.1 All Equipment remains the sole property of the Company at all times.

18.2 The Equipment shall not become a fixture or form part of the Site or permanent works.

18.3 The Client shall not sell, hire, charge, pledge, move or otherwise dispose of or deal with the Equipment.

18.4 The Client shall notify the Company immediately of any attempted seizure, distress, execution or third-party claim relating to the Equipment.

19. RIGHT OF ACCESS AND RECOVERY

19.1 The Client grants the Company and its authorised personnel a contractual licence to enter the Site at reasonable times and upon reasonable notice to:

19.1.1 Inspect the Equipment;

19.1.2 Make the scaffold safe;

19.1.3 Carry out agreed Works; or

19.1.4 Recover the Equipment following termination, insolvency or material payment default.

19.2 The Client warrants that it has authority to grant such access or shall procure the necessary authority from the owner or occupier.

19.3 The Company will not use force or enter land unlawfully. If access is refused, the Company may seek an injunction, delivery-up order or other lawful remedy and recover its reasonable costs where permitted.

19.4 Hire and other contractual charges continue where recovery is delayed by the Client's failure to provide lawful access.

20. INSOLVENCY

20.1 The Company may suspend or terminate the Contract if the Client:

20.1.1 Enters liquidation or administration;

20.1.2 Proposes or enters a company voluntary arrangement;

20.1.3 Has a receiver appointed;

20.1.4 Ceases or threatens to cease trading;

20.1.5 Is unable to pay its debts as they fall due; or

20.1.6 Becomes subject to an equivalent insolvency procedure.

20.2 Subject to applicable insolvency and construction legislation, all sums properly due shall become immediately payable following termination.

20.3 The Company may take lawful steps to recover its Equipment.

21. WEATHER, DELAY AND FORCE MAJEURE

21.1 The Company is not liable for delay or non-performance caused by circumstances beyond its reasonable control, including:

21.1.1 Severe or unsafe weather;

21.1.2 High winds;

21.1.3 Flood, fire or other natural event;

21.1.4 Labour or material shortages outside its reasonable control;

21.1.5 Road closures or transport disruption;

21.1.6 Government or local-authority action;

21.1.7 Civil disturbance; or

21.1.8 Delay or default by the Client or another contractor.

21.2 The Company is entitled to a reasonable extension of time and reimbursement of reasonable additional costs caused by a Client-risk event.

21.3 Unsafe weather may require erection, alteration, sheeting or dismantling to be postponed.

22. INSURANCE AND LIMITATION OF LIABILITY

22.1 The Company maintains appropriate employers' liability and public liability insurance.

22.2 Nothing in the Contract excludes or limits liability for:

22.2.1 Death or personal injury caused by negligence;

22.2.2 Fraud or fraudulent misrepresentation;

22.2.3 Deliberate default; or

22.2.4 Any liability that cannot lawfully be excluded or limited.

22.3 Subject to Clause 22.2, the Company shall not be liable for:

22.3.1 Indirect or consequential loss;

22.3.2 Loss of profit, revenue, production, opportunity or anticipated savings;

22.3.3 Liquidated damages or penalties owed by the Client to another party;

22.3.4 Delay or disruption caused by another contractor; or

22.3.5 Loss that the Client could reasonably have avoided or mitigated.

22.4 Subject to Clause 22.2, the Company's aggregate liability for economic loss, breach of contract, design and other claims not involving insured physical property damage shall not exceed the Contract Value.

22.5 Liability for physical loss or damage covered by the Company's public liability insurance shall not exceed the applicable policy indemnity limit.

22.6 Any limitation or exclusion applies only to the extent permitted by law and subject to any applicable requirement of reasonableness.

22.7 The Client shall notify the Company of any claim as soon as reasonably practicable and provide a reasonable opportunity to inspect and mitigate the alleged loss.

23. TERMINATION

23.1 Either party may terminate the Contract for a material breach that remains unremedied seven days after written notice requiring it to be remedied.

23.2 The Company may terminate immediately where:

23.2.1 The Client becomes insolvent;

23.2.2 Continued performance would be unlawful or unsafe;

23.2.3 Access is persistently refused; or

23.2.4 The Client commits a serious unauthorised alteration or misuse.

23.3 Upon termination, the Client shall pay:

23.3.1 All properly due invoices;

23.3.2 The value of Works completed but not yet invoiced;

23.3.3 Accrued hire and additional hire;

23.3.4 Reasonable demobilisation and recovery costs; and

23.3.5 Reasonable costs caused by the Client's breach.

23.4 Termination does not affect rights and liabilities accrued before termination.

24. NOTICES

24.1 Contractual notices may be served by:

24.1.1 Tradify;

24.1.2 Email to the address stated in the Quotation or most recently notified;

24.1.3 Hand delivery; or

24.1.4 Prepaid first-class post to the registered office or principal business address.

24.2 A notice sent through Tradify or by email is deemed received on the day of transmission if sent before 4:00pm on a Working Day, otherwise on the next Working Day, unless the sender receives a delivery-failure notification.

24.3 Notices relating to adjudication, insolvency proceedings or court proceedings must also comply with applicable procedural requirements.

25. GOVERNING LAW AND DISPUTE RESOLUTION

25.1 The Contract is governed by the laws of England and Wales.

25.2 The courts of England and Wales shall have jurisdiction, subject to any statutory right to adjudicate.

25.3 Nothing in these Terms prejudices either party's rights under the Housing Grants, Construction and Regeneration Act 1996.

25.4 Either party may refer a dispute to adjudication at any time where the statutory right applies.

25.5 Where the statutory Scheme for Construction Contracts applies, it shall apply only to the extent that the Contract does not contain the required provisions.

26. GENERAL

26.1 No failure or delay in exercising a right constitutes a waiver.

26.2 A waiver is effective only if given in writing and applies only to the particular circumstances for which it is given.

26.3 The Client may not assign or transfer the Contract without the Company's written consent.

26.4 The Company may subcontract design, transport, erection, inspection or other elements while remaining responsible for its contractual obligations.

26.5 No person other than the parties has any right to enforce the Contract under the Contracts (Rights of Third Parties) Act 1999.

26.6 If any provision is invalid or unenforceable, it shall be modified to the minimum extent necessary or severed, and the remaining provisions shall continue in force.

26.7 Clauses concerning payment, accrued hire, ownership, recovery, liability, dispute resolution and any provision intended to survive shall continue after completion or termination.

COMPANY INFORMATION

Roar Scaffolding Ltd
4 Comet House
Calleva Park
Aldermaston
Berkshire
England
RG7 8JA

Company Registration No: 14524263

VAT Registration No: 480 5398 68

Remittance advice: info@roarscaffolding.co.uk

ROAR SCAFFOLDING LTD

TERMS & CONDITIONS DOMESTIC WORKS

These Terms & Conditions apply where an individual engages ROAR Scaffolding Ltd for scaffolding and associated works wholly or mainly outside their trade, business, craft or profession.

If the works relate to a rental property, property development or another business activity, the Company's Commercial Terms & Conditions may apply instead.

IMPORTANT FINANCIAL TERMS

The Client's attention is particularly drawn to the following:

- The standard included hire period is four weeks unless the Quotation states otherwise.
- Hire begins when the first scaffold, section, elevation, lift or phase is completed and made available for use.
- On phased projects, the hire period runs continuously and does not restart when later phases or adaptations are completed.
- Standard access-scaffold overrun is charged using the contract-value bands in Clause 8.
- Where the Contract includes a temporary-roof structure, overrun is charged at 2% of the whole then-current Contract Value per additional week or part thereof.
- Additional Site visits or scaffold inspections start from £150.00 plus VAT.
- Scaffold adaptations start from £350.00 plus VAT.
- Emergency or urgent attendances start from £550.00 plus VAT.
- Council licence and permit fees are excluded unless expressly included.
- Scaffold design and temporary-works design fees are excluded unless expressly included.
- Quotations are valid for 30 calendar days.
- All charges are subject to VAT at the applicable rate unless the Quotation expressly states that VAT is included.

1. DEFINITIONS

1.1 In these Terms:

“Company” means ROAR Scaffolding Ltd.

“Client” means the individual accepting the Quotation or instructing the Works.

“Contract” means the accepted Quotation, these Terms, any accepted variation and any document expressly incorporated by the Company.

“Contract Value” means the total value of the accepted Quotation together with all accepted variations, adaptations and additional works, excluding VAT.

“Equipment” means all scaffold tubes, fittings, boards, beams, sheeting, temporary-roof components, ladders, gates, alarms and other equipment supplied by the Company.

“First Completed Scaffold Use” means the date on which the first scaffold, section, elevation, lift or phase is completed and the Client, builder, contractor or other authorised person is notified that it is ready and available for use.

“Initial Hire Period” means the hire period stated in the Quotation or, where none is stated, four weeks.

“Quotation” means the Company’s quotation, estimate, addendum or variation issued through Tradify or otherwise in writing.

“Site” means the property or location at which the Works are carried out or the Equipment is situated.

“Temporary-Roof Contract” means any Contract that includes a temporary-roof structure, temporary-roof covering or top-hat structure supplied by the Company.

“Works” means the survey, design, delivery, erection, alteration, adaptation, inspection, hire and dismantling described in the Contract.

“Working Day” means any day other than a Saturday, Sunday or public holiday in England.

1.2 References to **“writing”** include email, Tradify communication and other electronic communication capable of being retained.

1.3 If the Quotation expressly differs from these Terms, the Quotation shall take precedence in relation to that specific matter.

2. CONTRACT FORMATION

2.1 A Contract is formed upon the earliest of:

2.1.1 Electronic acceptance of the Quotation through Tradify;

2.1.2 Written acceptance by email or other durable medium;

2.1.3 Payment of a deposit or advance invoice;

2.1.4 Written instruction to proceed; or

2.1.5 Commencement of the Works at the Client's request.

2.2 Acceptance through Tradify has the same contractual effect as written acceptance. No separate physical signature is required.

2.3 The Company shall provide the Client with a copy or confirmation of the Contract in a durable medium.

2.4 Nothing in these Terms affects the Client's statutory rights under the Consumer Rights Act 2015 or other applicable consumer legislation.

3. QUOTATION VALIDITY, PRICE AND AVAILABILITY

3.1 Unless expressly stated otherwise, every Quotation is valid for acceptance for 30 calendar days from its date of issue.

3.2 A Quotation not accepted within that 30-day period automatically expires and may be withdrawn, amended or reissued.

3.3 The quoted price and indicated availability are based upon erection commencing within 30 calendar days of the Quotation date unless:

3.3.1 The Quotation expressly identifies a later commencement date; or

3.3.2 A later commencement date is agreed by the Company in writing.

3.4 Acceptance of a Quotation does not reserve labour, Equipment, transport or design resources indefinitely or guarantee an erection date unless that date has been confirmed in writing.

3.5 If the Client requests or delays commencement until more than 30 calendar days after the Quotation date, the Company may review the price and availability before commencing.

3.6 Any price review must be based on reasonable and identifiable matters such as:

3.6.1 Labour or subcontractor cost changes;

3.6.2 Equipment, material, fuel or transport cost changes;

3.6.3 Seasonal or resource availability;

3.6.4 Changes in legislation, standards or industry guidance;

3.6.5 Changes to the Site, access or construction programme; or

3.6.6 Additional or different requirements from those originally priced.

3.7 The Company will provide any proposed revised price in writing before mobilisation.

3.8 The Company is not required to commence the affected Works unless the Client accepts the revised price in writing or through Tradify.

3.9 If the Client does not accept the revised price, the Client may cancel the unperformed Works without a cancellation penalty. The Client will remain responsible only for work already supplied and reasonable costs expressly authorised before cancellation, including completed design work or bespoke non-returnable items.

3.10 The Company will not increase the price under this clause solely because commencement was delayed by the Company after a fixed erection date had been confirmed, except where the delay or increased cost arose from circumstances outside the Company's reasonable control.

4. SCOPE AND BASIS OF QUOTATION

4.1 The Quotation is based upon:

4.1.1 Information, measurements, photographs and drawings supplied before pricing;

4.1.2 The stated intended use of the scaffold;

4.1.3 Access and ground conditions reasonably visible during any Site visit; and

4.1.4 The construction sequence disclosed to the Company.

4.2 Unless expressly included, the Quotation does not include:

4.2.1 Bespoke scaffold or temporary-works design;

4.2.2 Council or highway licence fees;

4.2.3 Parking suspensions, road closures or traffic management;

4.2.4 Neighbour licences, oversail agreements or access payments;

4.2.5 Hoists, rubbish chutes, alarms or loading bays;

4.2.6 Sheeting, netting or temporary roofing;

4.2.7 Scaffold inspections after handover;

4.2.8 Adaptations or phased return visits; or

4.2.9 Making good or repairs to pre-existing surfaces.

4.3 Restricted access, unsuitable ground, concealed structures, unrecorded services, unavailable tying positions, neighbour restrictions, phased working or requirements not disclosed before pricing may result in a variation.

4.4 The Company will explain and obtain the Client's agreement to any additional charge before undertaking the additional work where reasonably practicable.

5. PAYMENT TERMS

5.1 Unless the Quotation expressly states otherwise, the Company shall be entitled to invoice:

5.1.1 Seventy-five per cent of the Contract Value upon First Completed Scaffold Use; and

5.1.2 The remaining twenty-five per cent upon the earliest of:

- (a) Written instruction to dismantle;
- (b) Expiry of the Initial Hire Period; or
- (c) Termination of the Contract.

5.2 Invoices are due and payable upon receipt unless a different payment date has been agreed in writing beforehand.

5.3 Payment shall be made by bank transfer to the account stated on the invoice. The invoice number must be used as the payment reference.

5.4 The Client should contact the Company promptly if they genuinely dispute an invoice. The parties shall attempt to resolve the disputed amount reasonably and in good faith.

5.5 The Client may not withhold an undisputed amount because another amount is disputed.

5.6 The Company will not apply a retention unless expressly agreed in writing.

6. LATE PAYMENT AND SUSPENSION

6.1 Where an invoice remains materially overdue, the Company may request reasonable interest and recovery costs to the extent permitted by law.

6.2 The Company may, after giving reasonable written notice, suspend further non-safety-critical erection, adaptation, inspection or other services while a materially overdue amount remains unpaid.

6.3 The Company will not suspend work reasonably necessary to make the scaffold safe or comply with a legal safety obligation.

6.4 The hire period and applicable additional hire charges continue during a payment-related suspension while the Equipment remains allocated to or situated at the Site.

6.5 The Company may postpone non-safety-critical dismantling where payment is materially overdue, provided this is lawful and does not create or continue a safety risk.

7. HIRE PERIOD

7.1 Unless the Quotation states otherwise, the Initial Hire Period is four weeks.

7.2 The Initial Hire Period commences upon First Completed Scaffold Use.

7.3 First Completed Scaffold Use occurs when the first completed scaffold, section, elevation, lift or phase is notified as ready and available for use.

7.4 Actual use by the Client, builder or another contractor is not required for the hire period to commence.

7.5 Where the Works are phased, the hire period:

7.5.1 Commences upon First Completed Scaffold Use;

7.5.2 Runs continuously from that date;

7.5.3 Does not pause while the Client or another contractor awaits the next construction phase;

7.5.4 Does not restart following an adaptation, extension, additional lift or completion of a temporary roof; and

7.5.5 Is not extended by project delays, suspension or resequencing unless expressly agreed in writing.

7.6 Any separate hire period for a particular scaffold or phase applies only where expressly stated in the Quotation.

8. OVERRUN AND ADDITIONAL HIRE

8.1 If any of the Equipment remains on Site beyond the Initial Hire Period, additional hire will be charged for every additional week or part of a week.

8.2 For standard access-scaffold Contracts that do not include a temporary-roof structure, the applicable weekly charge is determined by the whole then-current Contract Value, including accepted variations and additional works but excluding VAT:

-
- Contract Value up to £2,000.00: £45.00 plus VAT per additional week or part thereof.
 - Contract Value from £2,001.00 to £4,000.00: £65.00 plus VAT per additional week or part thereof.
 - Contract Value from £4,001.00 to £7,500.00: £85.00 plus VAT per additional week or part thereof.

- Contract Value from £7,501.00 to £12,000.00: £110.00 plus VAT per additional week or part thereof.
- Contract Value exceeding £12,000.00: The weekly hire rate stated in the Quotation.

8.3 Where the Contract includes a temporary-roof structure, additional hire shall instead be charged at 2% of the whole then-current Contract Value, excluding VAT, for every additional week or part of a week.

8.4 The temporary-roof rate in Clause 8.3 applies instead of the banded rates in Clause 8.2 unless the Quotation expressly states a different temporary-roof overrun rate.

8.5 Where a Temporary-Roof Contract includes associated access scaffold, support scaffold, towers, beams, sheeting or other Equipment, the 2% weekly charge applies to the whole then-current Contract Value while any material part of that combined scaffold and temporary-roof package remains on Site.

8.6 Additional hire applies regardless of:

8.6.1 Whether the scaffold or temporary roof is actively being used;

8.6.2 Delay by the Client, builder or another contractor;

8.6.3 Changes to the construction programme;

8.6.4 Suspension or resequencing of the works;

8.6.5 Delay in obtaining materials or third-party permission;

8.6.6 Restricted access; or

8.6.7 Adverse weather affecting the building works.

8.7 Partial non-use does not reduce the applicable weekly hire charge unless a reduction is expressly agreed in writing.

8.8 Additional hire continues until:

8.8.1 The Company receives written instruction to dismantle;

8.8.2 The scaffold is cleared of people, waste, stored materials and third-party equipment;

8.8.3 Safe and reasonable dismantling access is available; and

8.8.4 Any condition preventing lawful or safe dismantling has been removed.

8.9 Once the conditions in Clause 8.8 have been satisfied, the Company shall arrange dismantling within a reasonable period, taking account of labour, transport, weather and safety.

8.10 Additional hire will continue where dismantling is delayed because the requirements in Clause 8.8 have not been satisfied or for another reason outside the Company's reasonable control.

8.11 The Client will not be charged additional hire solely because the Company fails to dismantle within a reasonable period after all the requirements in Clause 8.8 have been satisfied.

9. SITE VISITS, INSPECTIONS, ADAPTATIONS AND EMERGENCIES

9.1 The Contract includes only the Site visits, scaffold inspections, erection phases, adaptations and attendances expressly stated in the Quotation.

9.2 Every additional Site visit or scaffold inspection beyond those expressly included shall be subject to a minimum charge of £150.00 plus VAT per visit or inspection.

9.3 An additional attendance involving an alteration, adaptation, raising, lowering, extension, partial dismantle or other physical alteration to the scaffold shall be subject to a minimum adaptation charge of £350.00 plus VAT per attendance.

9.4 Emergency or urgent attendance shall be charged from a minimum of £550.00 plus VAT per attendance.

9.5 An emergency or urgent attendance includes an attendance:

9.5.1 Requested for the same day;

9.5.2 Requested outside the Company's normal working programme or working hours;

9.5.3 Required following impact, misuse or unauthorised alteration;

9.5.4 Required following adverse weather; or

9.5.5 Required to investigate or make safe a reported immediate safety concern.

9.6 The minimum charges in Clauses 9.2, 9.3 and 9.4 are alternative minimum charges and are not cumulative for the same attendance. The highest applicable minimum charge shall apply.

9.7 The applicable minimum charge covers the attendance only. Where applicable, the Company may also charge reasonable and agreed costs for:

9.7.1 Additional labour;

9.7.2 Transport or delivery;

9.7.3 Additional Equipment or materials;

9.7.4 Design or engineering;

9.7.5 Specialist plant;

9.7.6 Permits, parking, tolls or congestion charges;

9.7.7 Waiting time; and

9.7.8 Out-of-hours working.

9.8 An abortive attendance will be charged at the applicable minimum rate where:

9.8.1 The Site is not ready;

9.8.2 Safe access is unavailable;

9.8.3 The scaffold has not been cleared;

9.8.4 Another contractor prevents the Company from proceeding;

9.8.5 Required permission has not been obtained; or

9.8.6 The Company cannot proceed safely for a reason outside its control.

9.9 No emergency, adaptation or abortive-attendance charge will apply where the attendance was required solely because of the Company's breach of Contract or failure to exercise reasonable care and skill.

10. DISMANTLING

10.1 Dismantling will be scheduled after:

10.1.1 Written instruction from the Client or an authorised contractor;

10.1.2 The requirements in Clause 8.8 have been satisfied; and

10.1.3 Payment of sums that are properly due, unless otherwise agreed or except where delaying dismantling would create a safety risk.

10.2 A dismantling instruction is not effective if the scaffold remains obstructed, loaded, unsafe to access or in active use.

10.3 If access is unavailable on an agreed dismantling date, additional hire and an abortive-attendance charge may apply.

10.4 The Client should provide reasonable advance notice of the required dismantling date. All dates are subject to confirmation by the Company.

11. ACCESS, GROUND AND SITE CONDITIONS

11.1 The Client shall provide reasonable, safe and suitable access for survey, delivery, erection, inspection, adaptation and dismantling.

11.2 The Client must tell the Company about any known:

11.2.1 Excavations, cellars, basements or voids;

11.2.2 Drains and underground services;

11.2.3 Fragile roofs or structures;

11.2.4 Asbestos-containing materials;

11.2.5 Access restrictions;

11.2.6 Neighbour disputes or restrictions; and

11.2.7 Other conditions that could affect the Works.

11.3 The Client shall take reasonable steps to keep agreed access routes and scaffold areas clear of vehicles, waste, materials and obstructions.

11.4 The Company may stop or alter its working method where conditions differ materially from the information supplied or where it cannot proceed safely.

11.5 Necessary additional work arising from undisclosed or concealed conditions may constitute a variation.

12. USE AND PROTECTION OF THE SCAFFOLD

12.1 The Client shall take reasonable steps to ensure that:

12.1.1 The scaffold is used only for its stated purpose;

12.1.2 The scaffold is not overloaded;

12.1.3 No unauthorised person alters or removes any component;

12.1.4 No sheeting, banner, hoist, chute or lifting equipment is attached without approval;

12.1.5 Children and unauthorised persons are prevented from accessing the scaffold where reasonably practicable; and

12.1.6 The Company is informed promptly of damage, movement, impact or suspected instability.

12.2 Only the Company or another competent scaffolding contractor authorised in writing by the Company may alter the scaffold.

12.3 All Equipment remains the property of the Company and does not become a fixture or part of the property.

12.4 The Client is responsible for avoidable loss, theft or damage caused by the Client, members of their household, visitors or contractors under their control.

12.5 The Client is not responsible for fair wear and tear or loss or damage caused by the Company's breach or failure to exercise reasonable care and skill.

13. NEIGHBOURS, THIRD-PARTY RIGHTS AND COUNCIL LICENCES

13.1 The Client is responsible for obtaining and maintaining any permission reasonably required from neighbours, landlords, freeholders or other property owners.

13.2 This includes permission relating to:

13.2.1 Access over neighbouring land;

13.2.2 Oversailing neighbouring airspace;

13.2.3 Contact with neighbouring roofs, walls or structures;

13.2.4 Use of shared driveways; and

13.2.5 Erection beyond the Client's legal boundary.

13.3 The Company may rely upon the Client's written confirmation that required third-party permission has been obtained.

13.4 Unless expressly agreed, the Company is not responsible for negotiating neighbour agreements or determining legal boundaries.

13.5 All council, highway, pavement, parking-suspension, road-closure and statutory licence or permit fees are excluded unless expressly stated as included in the Quotation.

13.6 Where the Company agrees to arrange a licence or permit:

13.6.1 The Client is responsible for the licence, permit, deposit, renewal and authority charges;

13.6.2 Any Company administration fee must be disclosed and agreed;

13.6.3 The Client shall provide requested information promptly; and

13.6.4 The Company is not responsible for delay or refusal by the relevant authority.

13.7 If a neighbour or third-party dispute arises because required permission was not obtained, was inadequate, was withdrawn or was disputed, the Client shall be responsible for all reasonable fees and costs directly incurred by the Company as a result.

13.8 Reasonable charges under Clause 13.7 may include:

13.8.1 Administration and management time;

13.8.2 Additional Site visits and meetings;

13.8.3 Scaffold alterations, adaptations or partial dismantling;

13.8.4 Additional labour, transport and Equipment;

13.8.5 Delay and remobilisation costs;

13.8.6 Additional hire charges;

13.8.7 Design or engineering fees; and

13.8.8 Reasonable legal or other professional fees actually incurred.

13.9 The Company will notify the Client of material additional costs before incurring them where reasonably practicable.

13.10 The Client is responsible for reasonable losses or third-party claims resulting directly from their failure to obtain or maintain a permission they agreed to obtain, except to the extent caused by the Company's breach or negligence.

13.11 Acceptance of the Quotation and instruction to proceed confirms that the Client has obtained, or will obtain before erection, all permissions required for the agreed scaffold arrangement.

14. ROOFS, TILES AND EXISTING PROPERTY

14.1 The Company is an access and scaffolding contractor and does not carry out a condition survey of roof coverings, tiles, slates, façades or supporting structures unless expressly engaged to do so.

14.2 The Client should identify any known fragile, aged, defective or unusually vulnerable surfaces before work begins.

14.3 The Company is not responsible for loss or damage resulting from:

14.3.1 A pre-existing defect or deterioration;

14.3.2 Inadequate fixing or structural support;

14.3.3 Inaccurate information supplied by others;

14.3.4 Work or interference by another contractor; or

14.3.5 Minor unavoidable disturbance where the Company has exercised reasonable care and skill.

14.4 Nothing in these Terms excludes the Company's responsibility for damage caused by its failure to exercise reasonable care and skill.

14.5 Unless expressly included, making good, decorating and repairing pre-existing defects remain the Client's responsibility.

15. TEMPORARY ROOFS, SHEETING AND WEATHER PROTECTION

15.1 Temporary roofs and sheeted scaffolds are temporary weather-reduction systems. They are not permanent structures and cannot guarantee complete weatherproofing in every condition.

15.2 The Company shall install an included temporary roof or sheeting system with reasonable care and skill.

15.3 The Client and the contractor controlling the building works remain responsible for reasonable protection of open permanent works, contents, finishes and materials.

15.4 The Client or their contractor shall provide suitable drainage, pumping and water-management arrangements unless expressly included.

15.5 No person may cut, puncture, loosen, remove or alter temporary-roof sheeting.

15.6 Weather protection may be temporarily reduced while the structure is being installed, opened, adapted or dismantled.

15.7 Opening, moving or adapting a temporary roof constitutes additional work and may require further design.

15.8 Nothing in this clause excludes responsibility for loss directly caused by the Company's failure to exercise reasonable care and skill.

16. DESIGN, LOADING AND INFORMATION

16.1 Scaffolds outside a recognised standard configuration require bespoke design by a competent temporary-works designer.

16.2 Scaffold design, temporary-roof design, wind-loading assessments, engineering and temporary-works design fees are excluded unless expressly stated as included in the Quotation.

16.3 Where design is required but excluded, the Company will notify the Client of the charge and obtain agreement before commissioning it.

16.4 The Client, builder or principal contractor shall provide accurate information concerning:

16.4.1 Intended use;

16.4.2 Required boarded lifts and platform levels;

16.4.3 Material-storage and working loads;

16.4.4 Sheeting, netting and weather protection;

16.4.5 Hoists, loading bays and lifting operations;

16.4.6 Building dimensions and programme;

16.4.7 Ground and structural conditions;

16.4.8 Tying restrictions; and

16.4.9 Phased construction or adaptation requirements.

16.5 Changes to the information or intended use may require redesign and an agreed variation.

16.6 Materials must not be stacked on the scaffold beyond its stated duty rating.

17. SAFETY, HANDOVER AND INSPECTIONS

17.1 The Company shall erect, alter and dismantle scaffolding with reasonable care and skill and in accordance with applicable legal requirements and either:

17.1.1 A recognised standard configuration and applicable compliance sheet; or

17.1.2 An approved bespoke design.

17.2 The Company will notify the Client or contractor controlling the works when a scaffold or completed phase is ready for use.

17.3 No incomplete or unhanded-over scaffold may be used.

17.4 The person or contractor with legal responsibility for controlling the construction work must ensure that the scaffold is inspected by a competent person as required by law, including:

17.4.1 Following installation and before first use;

17.4.2 At intervals not exceeding seven days while used for construction;

17.4.3 Following substantial alteration;

17.4.4 Following adverse weather; and

17.4.5 Following any event likely to affect safety or stability.

17.5 On a domestic construction project, applicable duties may rest with the contractor, principal contractor or other dutyholder under the Construction (Design and Management) Regulations 2015. Nothing in these Terms improperly transfers a statutory duty to the domestic Client.

17.6 Unless expressly included in the Quotation, routine statutory scaffold inspections after handover are not included.

17.7 The Company may provide inspections, if requested and available, from a minimum charge of £150.00 plus VAT per inspection.

17.8 If an inspection identifies a defect or there is reason to believe the scaffold is unsafe, its use must stop and the Company must be notified promptly.

18. VARIATIONS AND ADDITIONAL WORKS

18.1 Alterations, adaptations, extensions, additional boarded lifts, phased attendances, additional loading requirements and changes to the agreed scope are chargeable.

18.2 The Company will explain the proposed work and price or charging basis and obtain the Client's agreement before proceeding where reasonably practicable.

18.3 If immediate work is reasonably necessary to remove a safety risk, the Company may carry it out without prior agreement. The Client will not be charged where the safety work was required solely because of the Company's breach or failure to exercise reasonable care and skill.

18.4 An accepted variation forms part of the Contract Value for determining the applicable additional-hire rate or contract-value band.

18.5 A variation does not restart, pause or extend the Initial Hire Period unless expressly agreed.

19. CANCELLATION RIGHTS FOR DISTANCE AND OFF-PREMISES CONTRACTS

19.1 This clause applies where the Contract is entered into:

19.1.1 At the Client's home or another location away from the Company's business premises; or

19.1.2 Entirely through telephone, email, Tradify or another means of distance communication.

19.2 The Client may cancel the Contract without giving a reason during the statutory cancellation period.

19.3 For a service contract, the cancellation period normally expires 14 days after the day on which the Contract is formed.

19.4 The Client may cancel by:

19.4.1 Emailing info@roarscaffolding.co.uk;

19.4.2 Calling 0118 336 8540;

19.4.3 Sending a written notice to the Company's address;

19.4.4 Sending a clear cancellation message through Tradify; or

19.4.5 Using the model cancellation form at the end of these Terms.

19.5 The Client does not have to use the model cancellation form. Any clear statement communicating the decision to cancel is sufficient.

19.6 To meet the cancellation deadline, the Client must send the cancellation communication before the cancellation period expires.

19.7 The Company will not begin the service during the 14-day cancellation period unless the Client expressly requests this in writing or through Tradify.

19.8 Where the Client requests commencement during the cancellation period:

19.8.1 The Client acknowledges that they must pay a proportionate amount for services supplied before cancellation;

19.8.2 If the service is fully performed during the cancellation period, the Client will lose the statutory right to cancel only where they expressly requested early performance and acknowledged that consequence; and

19.8.3 If the service is only partly performed, the Client retains the right to cancel but must pay a reasonable proportion of the agreed price for what has been supplied.

19.9 If the Client validly cancels, the Company shall refund payments required to be refunded by law without undue delay and normally within 14 days after being informed of the cancellation.

19.10 The Company may deduct or recover only those sums it is legally entitled to retain, including a proportionate charge for services supplied following a valid early-start request.

19.11 If the Company has not supplied the required cancellation information or has commenced during the cancellation period without the Client's express request, the Client's rights will be determined by the Consumer Contracts Regulations 2013.

19.12 This statutory cancellation right does not normally apply to a contract concluded at the Company's permanent business premises, although other statutory rights remain unaffected.

20. CANCELLATION OUTSIDE THE STATUTORY PERIOD

20.1 If the Client cancels after the statutory cancellation period but before mobilisation, the Company may charge only reasonable costs already incurred or committed specifically for the Contract.

20.2 These may include agreed design fees, surveys, permits and bespoke or non-returnable items.

20.3 If the Client terminates after erection has commenced, the Client shall pay for:

20.3.1 Work and services properly supplied;

20.3.2 Hire accrued up to the date the scaffold is ready and available for dismantling;

20.3.3 Reasonable dismantling and collection costs; and

20.3.4 Bespoke or non-refundable costs reasonably incurred.

20.4 The Company will take reasonable steps to mitigate cancellation costs.

21. ACCESS AND RECOVERY OF EQUIPMENT

21.1 The Client shall provide the Company with reasonable access by prior arrangement to inspect, adapt, make safe or dismantle its Equipment.

21.2 Where there is an immediate safety concern, the Company may request urgent access.

21.3 The Company will not enter a home or enclosed property without lawful authority, use force or enter contrary to the Client's legal rights.

21.4 If reasonable access to recover the Equipment is refused, the Company may seek an appropriate court order or other lawful remedy.

21.5 Reasonable hire charges continue where the Equipment cannot be recovered because the Client has failed to provide agreed lawful access.

22. WEATHER, DELAY AND EVENTS OUTSIDE CONTROL

22.1 The Company is not responsible for delay caused by events outside its reasonable control, including unsafe weather, high winds, flood, fire, road closure, authority action or major transport disruption.

22.2 The Company will notify the Client where reasonably practicable and take reasonable steps to minimise the delay.

22.3 The Company shall complete the service within the agreed period or, if no period is agreed, within a reasonable time.

22.4 Unsafe weather may require erection, alteration, sheeting or dismantling to be postponed.

23. LIABILITY AND CONSUMER RIGHTS

23.1 The Company shall perform the Works with reasonable care and skill.

23.2 Nothing in the Contract excludes or restricts liability for:

23.2.1 Death or personal injury caused by negligence;

23.2.2 Fraud or fraudulent misrepresentation;

23.2.3 Breach of the Client's statutory consumer rights; or

23.2.4 Any other liability that cannot lawfully be excluded or restricted.

23.3 The Company is not responsible for loss that:

23.3.1 Was not caused by its breach or negligence;

23.3.2 Was not reasonably foreseeable when the Contract was formed;

23.3.3 Results from inaccurate information supplied by the Client or another contractor;

23.3.4 Results from unauthorised alteration, overloading or misuse; or

23.3.5 The Client could reasonably have avoided or reduced.

23.4 The Company is not responsible for business losses where the Contract is entered into for wholly domestic purposes.

23.5 Nothing in these Terms affects the Client's rights to repeat performance, an appropriate price reduction or another remedy available under the Consumer Rights Act 2015.

24. COMPLAINTS

24.1 The Client should notify the Company promptly if they believe the service does not comply with the Contract.

24.2 Complaints may be submitted using the following details:

ROAR Scaffolding Ltd
4 Comet House
Calleva Park
Aldermaston
Berkshire
RG7 8JA

Telephone: 0118 336 8540

Email: info@roarscaffolding.co.uk

24.3 The Company will investigate the complaint and respond within a reasonable time.

24.4 The Client should provide reasonable access for the Company to inspect and, where appropriate, rectify the issue.

25. GOVERNING LAW

25.1 The Contract is governed by the laws of England and Wales.

25.2 The Client may bring proceedings in the courts of the part of the United Kingdom in which they live where applicable consumer law permits.

25.3 Nothing in these Terms restricts any mandatory consumer right or remedy.

26. GENERAL

26.1 No failure or delay by the Company in exercising a right constitutes a waiver.

26.2 If any provision is found to be invalid or unenforceable, the remaining provisions shall continue in force.

26.3 No variation to the Contract is binding unless agreed in writing, except emergency safety work permitted by these Terms.

26.4 The Company may use suitably competent subcontractors while remaining responsible for its contractual obligations.

26.5 No person other than the Client and the Company has any contractual right to enforce these Terms, except where applicable legislation provides otherwise.

BANK DETAILS

Account name: ROAR Scaffolding Ltd

Bank: Monzo Business

Sort code: 04-00-03

Account number: 10303604

Please use the invoice number as the payment reference.

COMPANY INFORMATION

ROAR Scaffolding Ltd

4 Comet House

Calleva Park

Aldermaston

Berkshire

RG7 8JA

Telephone: 0118 336 8540

Email: info@roarscaffolding.co.uk

Company Registration No: 14524263

VAT Registration No: 480 5398 68

Remittance advice: info@roarscaffolding.co.uk