Standard Conditions for Hire, Erection, and Dismantling of Scaffolding, Access Towers and all other Hire Equipment in England and Wales

1. Interpretation

1.1 Definitions
In these conditions, the following words have the following meanings:

- "Contract" means a contract incorporating these conditions, made between the Customer and the Supplier for the hire, erection, and/or dismantling of Scaffolding, Access Towers and all other Hire Equipment.
- "Customer" means the person, firm, company, or other organization hiring Scaffolding, Access Towers and all other Hire Equipment.
- "Deposit" means any advance payment required by the Supplier in relation to the Scaffolding, Access Towers and all other Hire Equipment, held as security.
- "Force Majeure" means any event outside a party's reasonable control, including but not limited to acts of God, war, flood, fire, labor disputes, strikes, sub-contractors, lock-outs, riots, civil commotion, malicious damage, explosion, terrorism, governmental actions, and similar events.
- "Scaffolding" means any scaffolding equipment, including tubes, fittings, boards, and associated components, hired to the Customer as specified in a Contract.
- "Access Towers" means mobile or static access towers, including components and accessories, hired to the Customer as specified in a Contract.
- "Hire Period" means the period commencing when the Customer takes possession of the Scaffolding, Access Towers and all other Hire Equipment (including Saturdays, Sundays, and Bank Holidays) and ending upon: (i) the physical return of the Scaffolding, Access Towers and all other Hire Equipment to the Supplier's possession; or (ii) the physical repossession or collection by the Supplier.
- "Liability" means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs, and other losses and/or liabilities.
- "Rental" means the Supplier's charging rate for the hire of Scaffolding, Access Towers and all other Hire Equipment, as applicable from time to time during the Hire Period.
- "Services" means the services provided by the Supplier, including erection, dismantling, delivery, and/or collection of Scaffolding, Access Towers and all other Hire Equipment.
- "Supplier" means Global Platforms Ltd, including its employees, servants, agents, and/or duly authorized representatives.

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2. Basis of Contract

2.1 Availability
Scaffolding, Access Towers and all other Hire Equipment are hired subject to availability at the time required by the Customer. The Supplier is not liable for any loss suffered by the Customer due to unavailability where circumstances are beyond the Supplier's control.
2.2 Consumer Credit Act
Where hire is to an individual and covered by the Consumer Credit Act 1974, the Hire Period shall not exceed 3 months, after which the Contract automatically terminates. Accordingly, hire is not covered by the Consumer Credit Act 1974.
2.3 Statutory Rights
Nothing in this Contract excludes or limits the statutory rights of the Customer acting as a consumer. Provisions marked with an asterisk (*) may, subject to court determination, have no force or effect for consumers. For further information, contact your local authority Trading Standards Department or Citizens Advice Bureau.

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3. Payment

3.1 Payment Terms
The amount of any Deposit, Rental, and/or charges for Services shall be as quoted or shown in the Supplier's current price list. Deposits and initial Rental payments must be paid in advance of hiring Scaffolding, Access Towers and all other Hire Equipment.
3.2 Payment Obligations
The Customer shall pay the Rental, charges for Services, and other sums at the agreed time and manner. Prices are exclusive of applicable VAT, for which the Customer is liable.

3.3 Timeliness of Payment
Timely payment is an essential condition. Payment is deemed made when the Supplier receives cash or cleared funds for the full amount outstanding.
3.4 Interest on Late Payment*
If the Customer fails to make payment in full on the due date, the Supplier may charge interest (before and after judgment) at 4% above the Supplier's bank base rate, compounded quarterly.
3.5 No Set-Off*
The Customer shall pay all sums due without set-off, deduction, counterclaim, or withholding.
3.6 Credit Limit
The Supplier may set a reasonable credit limit and reserves the right to terminate or suspend the Contract if continuing would exceed the Customer's credit limit.

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4. Risk, Ownership, and Insurance

4.1 Risk Transfer
Risk in the Scaffolding, Access Towers and all other Hire Equipment to the Customer when they leave the Supplier's physical possession or control.
4.2 Risk Return
Risk in the Scaffolding, Access Towers and all other Hire Equipment does not pass back to the Supplier until they are returned to the Supplier's physical possession, even if the Supplier has ceased charging Rental.
4.3 Ownership
Ownership of the Scaffolding, Access Towers and all other Hire Equipment remains with the Supplier at all times. The Customer has no right, title, or interest except as hired. The Customer must not sell, assign, mortgage, pledge, charge, secure, hire, withhold, or dispose of the Scaffolding, Access Towers and all other Hire Equipment, but may re-hire them to a third party with the Supplier's prior written consent.
4.4 Insurance
The Supplier may provide insurance for the Scaffolding, Access Towers and all other Hire Equipment at an additional cost to the Rental. Alternatively, the Supplier may require the Customer to insure them on reasonable terms and for reasonable risks as specified. Insurance proceeds shall be held in trust for the Supplier and paid on demand. The Customer must not compromise any claim without the Supplier's written consent.

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5. Delivery, Collection, Erection, and Dismantling

5.1 Customer Responsibility
The Customer is responsible for collecting and returning the Scaffolding, Access Towers and all other Hire Equipment unless the Supplier agrees to deliver or collect them at its standard delivery cost, forming part of the Services. After hire termination, the Customer remains responsible for the Scaffolding, Access Towers and all other Hire Equipment and all other hire items until they are collected by the Supplier.
5.2 Erection and Dismantling Services
Where the Supplier provides erection or dismantling Services, the persons performing these Services are under the Customer's direction and control once instructed. The Customer is solely responsible for any instructions, guidance, or advice given to such persons and for any resulting damage, except where the Supplier's personnel are negligent.
5.3 Site Preparation
The Customer shall ensure sufficient access to the site, including unloading space, facilities, equipment, and utilities for the Supplier's employees, sub-contractors, or agents to perform Services. The site must be cleared and prepared before Services commence.
5.4 Delays and Cancellations
If Services are delayed, postponed, or cancelled due to the Customer's failure to comply with its obligations, the Customer shall pay the Supplier's additional charges, except where the Customer is a consumer and the delay is due to a Force Majeure event.

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6. Care of Scaffolding, Access Towers and all other Hire Equipment

6.1 Customer Obligations
The Customer shall:

- Not remove labels from or interfere with the Scaffolding, Access Towers and all other Hire Equipment, use them only for their proper purpose, and follow provided operating and safety instructions.

- Notify the Supplier immediately of any breakdown, loss, or damage.
- Take adequate measures to protect against theft, damage, or other risks.
- Notify the Supplier of any address change and provide location details upon request.
- Permit the Supplier to inspect the Scaffolding, Access Towers and all other Hire Equipment at reasonable times, including access to any property where they are located.
- Keep the Scaffolding, Access Towers and all other Hire Equipment in its possession and not remove them from the United Kingdom without the Supplier's written consent.
- Bear the cost of any testing, examinations, or checks required by legislation or best practice, unless agreed as part of Services.
- Not invalidate any insurance policy related to the Scaffolding, Access Towers and all other Hire Equipment.
- Cease using damaged Scaffolding, Access Towers and all other Hire Equipment and notify the Supplier immediately of any accident causing damage or injury.
- Ensure proper fuel, oil, or electricity type/voltage is used and that Scaffolding, Access Towers and all other Hire Equipment are installed by a qualified person where required.

6.2 Return Condition
The Scaffolding, Access Towers and all other Hire Equipment must be returned in good working order and condition (fair wear and tear excepted) and in a clean state, with all related insurance policies, licences, and documents.

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7. Breakdown

7.1 Allowance for Breakdown
The Supplier will make an allowance on the Rental for non-use due to breakdown caused by inherent faults or fair wear and tear, provided the Customer notifies the Supplier as soon as practicable.
7.2 Customer Responsibility
The Customer is responsible for all expenses, loss (including loss of Rental), or damage arising from breakdown due to the Customer's negligence, misdirection, or misuse.
7.3 Maintenance and Repairs
The Supplier will perform routine maintenance and repairs due to fair wear and tear or inherent faults at its cost. The Customer is responsible for repair costs arising from other causes.
7.4 No Unauthorized Repairs
The Customer must not repair or attempt to repair the Scaffolding, Access Towers and all other Hire Equipment without the Supplier's written authorization.

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8. Loss or Damage

8.1 Damaged or Unclean Returns
If the Scaffolding, Access Towers and all other Hire Equipment are returned damaged, unclean, or defective (except due to fair wear and tear or inherent faults), the Customer shall pay for repairs and cleaning and continue paying Rental until completed.
8.2 Lost or Irreparable Equipment
The Customer shall pay the replacement cost for lost, stolen, or irreparably damaged Scaffolding, Access Towers and all other Hire Equipment, less any insurance proceeds.
8.3 Liquidated Damages
The Customer shall pay Rental until notifying the Supplier of loss, theft, or irreparable damage. Thereafter, the Customer shall pay two-thirds of the Rental as liquidated damages until replacements are purchased, which the Supplier shall endeavor to do promptly using funds from clause 8.2.

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9. Termination by Notice

9.1 Fixed Duration
If the Hire Period is fixed, neither party may terminate the Contract before its expiry without agreement, subject to Section 10.
9.2 Open-Ended Hire
If the Hire Period is not fixed, either party may terminate with agreed notice. If no notice period is specified, the Customer may terminate by returning the Scaffolding, Access Towers and all other Hire Equipment, and the Supplier may terminate with 14 days' notice.

10. Default

10.1 Customer Default
If the Customer:

- Fails to pay when due without just cause;
- Breaches the Contract and fails to remedy within 14 days (if remediable);
- Persistently breaches the Contract;
- Provides inaccurate or misleading information;
- Pledges, charges, or creates security over Scaffolding, Access Towers and all other Hire Equipment, or faces insolvency actions;
- Appears financially inadequate to meet Contract obligations;
  then the Supplier may exercise rights under clause 10.2.

10.2 Supplier Rights
Upon Customer default:

- The Supplier may repossess Scaffolding, Access Towers and all other Hire Equipment without notice (except for consumers).
- The Supplier may withhold or cease Services.
- The Supplier may cancel or suspend the Contract.
- All monies owed become immediately due.

10.3 Repossession
Repossession does not affect the Supplier's right to recover monies or damages for prior breaches.
10.4 Termination Obligations
Upon termination, the Customer shall return or make available the Scaffolding, Access Towers and all other Hire Equipment and pay all outstanding sums.

11. Limitations of Liability

11.1 Exclusion of Implied Warranties*
All implied warranties relating to fitness, quality, or adequacy are excluded to the fullest extent permitted by law.
11.2 Limit on Property Damage*
The Supplier's Liability for Customer property damage is limited to the retail cost of replacement.
11.3 Inspection of Defective Goods
Defective Scaffolding, Access Towers and all other Hire Equipment must be returned for inspection if requested before the Supplier incurs Liability.
11.4 Non-Payment*
The Supplier has no Liability if the Customer fails to pay due sums without just cause.
11.5 Continued Use of Defective Goods
The Supplier is not liable for additional damage caused by the Customer's continued use of defective Scaffolding, Access Towers and all other Hire Equipment after a defect is apparent.
11.6 Opportunity to Remedy
The Customer must give the Supplier a reasonable opportunity to remedy any issue before incurring costs itself, or the Supplier has no Liability.
11.7 Insurance Waiver*
The Customer shall ensure its insurers waive subrogation rights against the Supplier.
11.8 Excluded Losses
The Supplier is not liable for:

- Consequential losses (e.g., loss of profits or goodwill);
- Economic or similar losses;
- Special damages or indirect losses;
- Business interruption or loss of opportunity.

11.9 Liability Cap*

The Supplier's total Liability shall not exceed 5 times the Rental and Services charges or £1,000, whichever is higher, extended by any insurance coverage.
11.10 Separate Provisions
Each limitation applies separately to breach of contract, tort, and statutory duty, except clause 11.9, which applies once.

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12. General

12.1 Continuing Provisions
Clauses 3.2, 3.4, 3.5, 8.1, 8.2, 8.3, and Section 6 continue in force after termination.
12.2 Separate Contracts
Each hire of Scaffolding, Access Towers and all other Hire Equipment forms a distinct Contract.
12.3 Customer Liability
The Customer is liable for acts or omissions of its employees, agents, or subcontractors as if they were its own.
12.4 Indemnity*
The Customer shall indemnify the Supplier against losses, damages, or costs arising from the Customer's breach of contract, tortious acts, or statutory duty.
12.5 Waiver and Severability*
No waiver of a breach waives subsequent breaches. If a provision is unenforceable, other provisions remain in effect.
12.6 Force Majeure
The Supplier is not liable for delays due to Force Majeure, and performance time shall be extended accordingly.
12.7 Third-Party Rights

Third-party rights are excluded, except for any finance company with the Supplier's consent, which may enforce the Contract. The Contract is governed by English law, with non-exclusive jurisdiction of English courts.