

## GENERAL TERMS & CONDITIONS

General: Keffen Civils is a trading name of Keffen Plant Hire Ltd, and therefore for the purpose of these terms and conditions they are the same entity.

### **1. Dayworks**

- 1.1 Our working hours are 7:30 to 5pm, this includes half an hour for breakfast and lunch. The 10am breakfast is chargeable, there is no charge for lunch. We charge from the time we leave the yard until the time we return.
- 1.2 The Client is responsible for issuing plan drawings of existing services on site. We cannot be held responsible for any unmarked underground services.
- 1.3 We work under the Client's direction, Keffen Plant Hire Ltd cannot be held responsible for any work carried out on behalf of our Client.
- 1.4 The Client is responsible for carrying out all risk assessments and method statements for the works instructed. KPH can not be held responsible for issuing the RAMS for daywork operations as at time of order the works are unknown. KPH are responsible for operating the hired machines in a safe manner only.
- 1.5 Temporary works designs are to be issued by the Client.

### **2. Quoted Works**

- 2.1 Our price will remain open for 30 days from the quotation date.
- 2.2 The prices quoted are based on the information available at tender stage and therefore are subject to remeasurement if the works alter from tender stage.
- 2.3 Prices are subject to change if we are in receipt of variations.
- 2.4 Keffen Plant Hire Ltd reserves the right to withdraw any quotation prior to delivery or commencement without notice. Keffen Civils is a trading name of Keffen Plant Hire Ltd and the same applies.
- 2.5 Written or verbal acceptance of our quotation does not constitute a contract unless confirmed in writing by Keffen Plant Hire Ltd.
- 2.6 Commencing works on site after the Client has given a verbal or written instruction will mean the contract has started.
- 2.7 The price quoted is exclusive of VAT. To the extent that the supply of goods and services arising from the quotation is chargeable with tax, the amount of VAT shall be added to amounts due under the contract and paid to us.
- 2.8 Our quotations are based upon details provided by the customer. We reserve the right to amend our price should the scope of works change.
- 2.9 The Client is responsible for issuing plan drawings of existing services on site. We cannot be held responsible for any unmarked underground services.
- 2.10 Unless specifically stated we have not allowed for any turfing or seeding works.
- 2.11 We cannot be held responsible for any damage caused to access roads by delivery vehicles / muck away vehicles.
- 2.12 We have assumed that the soil is not contaminated and is stable. We have not allowed for removal of contaminated material off site.
- 2.13 If not specifically specified we have deemed all muck away as inert and NON CLAY. We have not priced to remove clay from site, this will be charged extra.
- 2.14 We have assumed that the works to be executed are mainly above any groundwater level and have therefore not allowed for continuous pumping or dewatering should it be required.
- 2.15 Unless stated, we have not included for any Building Control Fees or any other fees associated with approvals or permissions, unless specifically stated.
- 2.16 Unless stated, it is assumed that either the Main Contractor or Client will provide all Welfare Facilities. Keffen Plant Hire Ltd are happy to provide Welfare Facilities, however this will be an additional cost.
- 2.17 Keffen Plant Hire Ltd are not designers and therefore can not be held responsible for any part of the design.

### **3. Title of Goods**

- 3.1 Until payment has been received in full. All materials and products supplied remain the property of Keffen Plant Hire Ltd until paid for. Keffen Plant Hire Ltd reserve the right to remove any materials from site at any time until the materials / products have been purchased.
- 3.2 On supply only contracts we do not accept any liability for the incorrect installation.

### **4. Payment Terms For Dayworks & Quoted Works**

- 4.1 New customers – 50% of the contract value is required up front and the balance is due on date of invoice.
- 4.2 For existing customers payment is due 14 days from the date of the invoice.
- 4.3 For account customers payment is due 30 days after the date of the invoice.
- 4.4 We will not accept any deviation of these payment dates unless agreed in writing.
- 4.5 Any Terms and Conditions sent over with a Client's Purchase Order are not accepted, unless we have agreed to them specifically in writing for each contract.
- 4.6 Keffen Plant Hire Ltd reserves the right to charge interest on any outstanding balance in accordance with the Construction act 2009.
- 4.7 The Customer will be liable for all costs incurred by Keffen Plant Hire Ltd in recovery due to the Customers breach of the agreed repayment terms, to include fees for a Letter Before Action @ £30.00, Debt Collection Agents fees @ 20% of the amount overdue, Interest at 8% above the Bank of England's Base rate and Late Payment Compensation per Invoice of £40.00 on balances under £1,000.00 and £70.00 on any balances over £1,000.00.
- 4.8 Keffen Plant Hire Ltd reserves the right to review payment terms and suspend delivery without liability, subject to the customer's ongoing credit worthiness.
- 4.9 All goods supplied remain the property of Keffen Plant Hire Ltd until full payment has been received.
- 4.10 Keffen Plant Hire Ltd will not enter into retentions, unless specifically agreed in writing.