



TERMS AND CONDITIONS

- a) The above price includes a Hand over Certificate that certifies that the scaffold is safe to use for intended purposes.
- b) Xtreme Scaffolding will not be held responsible for any loss/damage/injury in the event that the main contractor alters the scaffold. Should the scaffold be altered the Hand Over Certificate will be void and the "green tag" will be removed immediately. Xtreme Scaffolding will not dismantle an altered/re-erected scaffold; the main contractor will be expected to dismantle the scaffold and to contact Xtreme Scaffolding to remove scaffolding material from site. Hire will only stop once material has been removed by Xtreme Scaffolding.
- c) Extra hire will commence 1 week after scaffold was handed over and will be charged as table in quotation.
- d) **Prior to any work commencing we will require the following:**
 - Full payment of contract price (including VAT) must reflect in our bank account.
 - Completed Cash Client Application form with all the requested documents.
 - Should you wish to apply for credit, we can forward a credit application form on request. Please note that approval is not guaranteed, and credit checks can take up to 3 working days.
- e) **We will need a minimum of 2 working days' notice prior to dismantling/re-erecting or altering of scaffolding.**
- f) Main contractor to supply access permits for all work base areas. Main contractor is also to supply all signage required as well as demarcation material & barricading.
- g) Xtreme Scaffolding will not be held responsible for any damage caused to work base area or surrounding areas, main contractor to take preventative action prior to work commencing. Main contractor to ensure that the base area be reasonably clear for access, compacted and capable of withstanding the extra imposed loading.
- h) **Our Price does not include the following:**
 - An Engineers certificate or drawings; a separate quote will be supplied should an engineering certificate or drawings be required.

- **Lost / Damaged Material:** In such a case, material will be charged for a replacement value.
- **Standing Time:** No standing time + standby has been allowed for in this quote.
- **Site Specific Medicals:** Our price does not include site specific medicals + blood test a separate quote will be supplied should you require the medicals + blood tests.
- **Safety File/Fall protection plan:** Our price does not include a safety file or a Fall protection plan. If you require a safety file or Fall protection plan a separate quote will be supplied. The additional costs involved for the above: Safety file R1 600.00 – includes a Fall Protection Plan (All our prices are excluding VAT).
- **Site Specific PPE:** Should you require any site specific PPE, Xtreme Scaffolding will supply you with an additional quote and a separate order will be required for the cost of the site specific PPE. Any downtime due to these safety requirements will be for the account of the client and will be invoiced accordingly.

i) You are to be responsible for all our material, from first day of delivery to last date of collection.

NOTE: Our materials are not insured whilst in your possession, therefore any equipment damaged, lost or stolen will be charged for as per our Contract Conditions.

j) Should any queries/problems or unsatisfactory work performance arise during this project please note that the manager will need to be advised via email as soon as possible in order for us to rectify the problem and avoid unnecessary delays.

1. Patented Kwikstage material:

To form Independent, Birdcage & Tower scaffolding. As per TABLE in quotation.

2. CORRECT DIMENSIONS:

This price is subject to the dimensions in the quotation being correct.

3. NUMBER OF SCAFFOLD BOARDS:

Xtreme Scaffolding to supply and place, once only scaffold boards. Any further movement of these to be the client's responsibility.

Note: The Boards are the client's responsibility for the duration of the contract. Should they become damaged or lost, they will be charged for at the current sale price.

4. OVERTIME:

This quotation is based on Xtreme Scaffolding working a normal five-day week and subject to claim outside of this period.

5. TIES:

The customer is to provide adequate openings to enable us to tie in our structure. The customer is also to make weatherproof where necessary and make good on completion.

Note: It is the client's responsibility to ensure that these ties are not removed or altered in any way for the duration of the contract.

6. ROOF:

The customer is to provide adequate openings to enable us to go through the roof sheeting. You are also to make weatherproof where necessary and make good on completion. Although we shall take care, we regret that we cannot accept responsibility for any damage caused by or arising out of work off / over this roof.

7. FIXTURES AND FITTINGS:

Although Xtreme Scaffolding shall take reasonable care, we regret that we cannot accept responsibility for damage caused to fixtures and fittings over, which scaffold is erected.

8. ACCESS TO BASE AREA:

Main contractor to ensure that the base area is reasonably clear for access, compacted and capable of withstanding the extra imposed loading.

9. EXTRA IMPOSED LOADING:

Main contractor to ensure that the slab / roof upon which our scaffold is based, be capable of withstanding the extra imposed loading.

10. RETENTION:

As the scaffold does not form part of the permanent structure, retention shall not be withheld when payment is made.

11. PROVISION OF LIGHTS:

Main contractor to ensure that adequate lighting be provided prior to our work commencing, and for the lighting to be maintained during erection/dismantling.

12. INVOICING:

We shall invoice on a pro rata basis for the duration of the contract.

13. LOST / DAMAGED MATERIAL:

Hirer to be responsible for all our material, from first day of delivery to last date of collection.

NOTE: Our materials are not insured whilst in your possession, therefore any equipment damaged, lost or stolen will be charged for as per our Contract Conditions.

14. ERECTION LEAD TIME:

We would require a minimum of 2 working days' notice prior to the commencement of our work.

15. PERMIT DELAYS:

We will not be held responsible for any delays caused through no fault of Xtreme Scaffolding with particular reference to the issuing of work permits. We reserve the right to claim for time spent awaiting permits at the appropriate day work rates.

16. EXCLUSIVE OF ALTERATIONS AND MODIFICATIONS:

This quotation is for the erection and dismantling of scaffolds once only and specifically excludes modifications and alterations to scaffold. Changes to the scaffolding will only be carried out by Xtreme Scaffolding after receipt of a written site instruction and will be subject to claim.

17. AVAILABILITY:

Due to our current workload, this price and job is dependent on availability of material and labour, as well as transport availability and cost.

18. TERMS OF PAYMENT:

PLEASE NOTE: Our terms of payment are STRICTLY Cash. (Unless otherwise stated.)

19. OFFICIAL ORDER:

No contract\hire\sale will be undertaken without an official order, unless alternative, acceptable arrangements for payment have been made.

20. HAND OVER CERTIFICATE:

A hand-over certificate signed Xtreme Scaffolding will be issued, to confirm to the customer that the erected scaffolding complies with the OHS Act requirements and to place on record the duties of the customer as user of the scaffolding. It is required that the customer sign the Certificate as acceptance of the scaffolding and retain a copy for his/her records.

21. ACCEPTANCE OF QUOTE:

On acceptance of this quotation, either by providing us with an official order document or paying a deposit, the customer accepts and agrees to all Xtreme Scaffolding's Terms & Conditions, set out in the quotation.

22. LEGAL FEES:

If the Customer breaches or attempts to breach any of the terms or fails to make any payments when due for services rendered, the Customer shall pay to Company, as part of a judgment, all of the Company's costs and expenses, including reasonable legal fees, incurred by the Company in enforcing the terms of this Contract or collecting any payment due under this Contract.

23. DELIVERY/COLLECTION OF MATERIA:L

It is the customers responsibility to be present/represented at the time of delivery/collection of material, to check and sign off on quantities. If for any reason whatsoever, the Customer is not present/available to sign off on delivery/collection of material, the Customer shall be deemed to have accepted that the Goods delivered/collected complies with the relevant delivery note in full. The default waiting period for the customer to make themselves available for acceptance will be 10minutes, offloading / loading will automatically commence thereafter, quantities captures will be deemed true and correct.

Please note: Immediately notify Xtreme Scaffolding of any damage to the equipment.

- a. **By signing the Delivery Note:** The customer agrees that the equipment, as per Delivery Note, was accepted and off-loaded for intended purposes on site. The customer accepts responsibility for the material for the duration of the contract. The Customer shall immediately notify Xtreme Scaffolding of any damage to the equipment and Vice Versa (Xtreme Scaffolding will notify the client with immediate effect of any damaged equipment when doing our scaffolding inspections (Handover of scaffold / weekly inspections / after inclement weather / dismantling / loading of material). The Customer agrees that Xtreme Scaffolding shall invoice the Customer the full replacement value of the damaged equipment. If Xtreme Scaffolding in its sole discretion determines that the damage to the equipment was not caused by Xtreme Scaffolding, the cost of the damage will be for the account of the Customer. Any equipment lost on site will be charged for at the current sale price of the equipment.

- b. **By signing the Return document (Site Instruction or Return Note):** The customer agrees that the equipment as per Site Instruction/Return Note was checked for damages, counted and loaded on site. The Customer shall immediately notify Xtreme Scaffolding of any damage to the equipment and Vice Versa (Xtreme Scaffolding will notify the client with immediate effect of any damaged equipment when dismantling and loading the material). The Customer agrees that Xtreme Scaffolding shall invoice the Customer the full replacement value of the damaged equipment. If Xtreme Scaffolding in its sole discretion determines that the damage to the equipment was not caused by Xtreme Scaffolding, the cost of the damage will be for the account of the Customer. Any equipment lost on site will be charged for at the current sale price of the equipment.