



TERMS & CONDITIONS 2023

Section 1

Unless we have been informed otherwise or included any of the following in our scope of works, we shall assume that;

- 1.1** All orders must be received in writing prior to any work commencing.
- 1.2** Holmeswood Services Ltd are not responsible for the disconnection and reconnection of any electrics, mains and services unless otherwise outlined in our quote.
- 1.3** No changes to the layout of the work areas that could restrict or hinder / delay the access of our staff or vehicles have taken place since our site surveyor has visited site(s).
- 1.4** Where we are unloading equipment from customer or third party transport it will be available upon our arrival or at the time agreed on the order. Waiting times will be charged on a daily/hourly rate over and above our quoted price.
- 1.5** The job we are quoting for is to be undertaken on a continuous working basis, unless agreed otherwise in the terms of quote. Should you wish to segregate the move this may be undertaken at extra cost to be agreed prior to commencement of work.
- 1.6** Any equipment moved is to be repositioned once only. If quoted hours are exceeded, subsequent moves will be charged on an hourly basis.
- 1.7** Any requests for risk assessments, method statements or lift plans will be made to our office 48 hrs before the commencement of work. There will be an additional charge for this service.
- 1.8** All access routes must be kept clear for the duration of the operation.
- 1.9** There is suitable access for us to carry out the work agreed without hindrance, should access be restricted the additional time will be charged on an hourly/daily basis, or in the event of total inaccessibility the cancellation charge will apply.
- 1.10** Holmeswood Services Ltd or any agents acting on our behalf have unrestricted access to all areas of work.
- 1.11** That there are no restrictions on the use of our gas / diesel powered equipment.
- 1.12** Where equipment is to be removed for disposal, prices quoted have allowed for any scrap value of the equipment to be retained by us. All equipment to be disposed of or retained by ourselves must not be subject to any charge, tort or lien.
- 1.13** Any slinging point located on equipment is assumed to be of sufficient capacity to enable the machine to be lifted "as is", should this not be the case the client is responsible for supplying alternative slinging points or lifting information allowing us to lift the equipment safely and without damage, unless agreed in the terms of work.
- 1.14** All roadways and other surfaces are assumed to be of a suitable load bearing capacity to allow us access to and from site and to set up our plant and equipment for lifting. If we have not been made aware of any weight restrictions prior to starting work we cannot be held responsible for damage caused by our vehicles.

Holmeswood Services Ltd. Company no: 10840470 Vat Reg No: GB272925777

59 White Lee Road, Batley, West Yorkshire, WF17 8AD

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1.15 For fixing purposes floors are taken to be a minimum depth of 200 mm (8") and of suitable strength to allow us to securely fasten foundation bolts for machinery into it. Should this not be the case and we are unable fix the bolts as required, any additional work required to secure the equipment will be undertaken as a separate quote or on an hourly/daily basis.

1.16 An allocated space for us to park our vehicles, plant, equipment and site offices shall be available for the duration of our work on site.

1.17 All machinery or equipment to be worked upon or to be relocated must meet full Health and Safety standards before it is to be operated or worked upon. Holmeswood Services Ltd DO NOT accept any responsibility for the Health and Safety Standards of any customer or third party machinery, furthermore Holmeswood Services Ltd do not accept any responsibility for any loss or damage caused as a result of any equipment or machinery worked upon failing to meet Health and Safety Standards.

Section 2

Unless agreed otherwise and detailed on our quote we have not made any provision(s) for;

2.1 Working weekends, bank holidays or outside hours 8am to 5pm. We may choose however to work additional hours at our own cost.

2.2 Preparing foundations for any equipment.

2.3 Providing shims or packing's for the lining / levelling of machinery.

2.4 Bolts or chemical compounds (resins, grouts etc.) required to secure machinery to the floor.

2.5 Providing or disposing any packing materials associated with equipment.

2.6 Moving benches, racks or cupboards that hold associated machinery parts or stock that is not outlined on the quotation.

2.7 Working in or around substances hazardous to health.

2.8 Removing or disposing of any substances hazardous to health.

2.9 Removing or disposal of oil, water or other substances contained in heating / cooling rollers, sumps, gearboxes or any other assemblies which contain substances that are not self-contained whilst transporting the equipment. **(all oils and fluids to be removed by customer prior to commencing work)**

2.10 Time spent undertaking any site specific Health & Safety inductions or security checks.

2.11 Alteration of any doorways or entrances to allow machinery to be taken out/installed or dismantling the machinery unless agreed in the quote.

2.12 Providing new bolts, screws, fixtures and fittings that require replacement after dismantling of machinery.

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2.13 Re-Splicing conveyor / drive belts that need to be separated to allow us to move the machinery.

2.14 Providing timber, securing straps nails or antirust compounds for securing machinery in others transport or into shipping container for export. Please contact us for prices should this option be required.

2.15 loads in shipping containers are at customers sole responsibility after sealed at loading point.

Section 3

Additional Notes:

3.1 If any terms and conditions are not met which results in waiting time or additional working time outside of contract hours, the additional time will be charged on an hourly/daily basis, or in the event of total inaccessibility the cancellation charge will apply.

3.2 A job sheet with the hours worked must be signed by an authorised person upon job completion. The hours listed on this sheet will be the hours chargeable at the quoted rates and the customer is responsible for ensuring that the person signing the sheet is authorised to do so.

3.3 Payment terms are strict 100% on pro forma.

3.4 Late Payment. The company will also be entitled to reimbursement of all external or additional costs and expenses reasonably incurred via agency and legal fees, along with interest of 5% per month or part thereof, accrued after the due date.

3.5 Returned cheque. In the unfortunate event that your payment is returned by your bank, we reserve the right to request an administration charge of £20 (which includes an amount levied to us by our bank).

3.6 Any claims or incidents that may give way to a claim must be reported in writing to our offices within 48 hours. Any claims for repairs that have been made without our prior agreement or claims for repairs or damages made outside of the 48 hours notification period will not be entered into.

3.7 Holmeswood Services Ltd DO NOT accept any responsibility for consequential loss.

3.8 Holmeswood Services Ltd ONLY insure lifts and falls up to £250,000 per individual claim. Holmeswood Services Ltd insure Goods under the Hook up to £250,000 per individual lift. Requests for any further insurances should be made in writing and agreed by both parties prior to the commencement of work.

3.9 Any cancellations (which include adverse weather conditions) must be made 72 hours prior to the agreed commencement of any work time.

3.9(A) Any cancellations made within 72 hours will incur a charge of 50% of the agreed quote.

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3.9(B) Any cancellations after work/booked period commenced will incur a charge of minimum 80% for the full booked period.

Section 4

4.1 Drivers supplied to drive vehicles not owned or operated by Holmeswood Services Limited are to be covered by hirers insurance.

4.2 Holmeswood Services Limited does not accept any responsibility for damage to vehicles whilst loading and unloading.

4.3 Any damage caused to vehicles owned or operated by Holmeswood Services Limited whilst loading/unloading will be charged to the customer for full repairs.

4.4 Holmeswood Services Limited accept no responsibility for late bookings due to traffic/delays on the highways.

4.5 Delays loading and unloading will incur demurrage after 2hours.

4.6 Damage caused by load security is at customers responsibility.

4.7 all loads covered under RHA or CMR regulations of insurance.
(GIT RHA at £3000 per ton, CMR at £350,000)

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