



Construction Lifting Services Ltd
11 Highfield Crescent
Brogborough
MK43 0XZ

Terms and Conditions

1 Definitions and Interpretation

1.1 In these Conditions the following words have the following meanings:

“**Additional Services**” means those services provided by the Company;

“**Cancellation Charge**” means the charge for cancellation of works;

“**Company**” means CLS CONSTRUCTION LIFTING SERVICES LTD

“**Contract**” means any contract between the Company and the Customer for the Works and provision of Additional Services, incorporating these Conditions;

“**Customer**” means the person(s), firm or company who opens communications or Works and/or Additional Services from the Company;

“**Quotation**” means the verbal/written documents issued by the Company which set out the prices of the Works and/or the applicable Additional Services from time to time;

“**Surcharge**” means the additional charges made by the Company set out from time to time;

2 Contract Hire Lift

2.1 Refer to CPA Terms and Conditions – *Available on request.*

3 Basis of Contract

3.1 The Contract will be subject to these Terms and Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any confirmed Works, confirmation of order, specification or other document whatsoever and whenever).

3.2 Each order for Works and/or Additional Services by the Customer from the Company shall be deemed to be an offer by the Customer to confirmed Works and/or Additional Services subject to

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these Conditions. It is the Customer's obligation to ensure that the terms of its Works order and any applicable specification are complete and accurate.

3.3 Any Quotation or estimate made by the Company is given subject to these Conditions. Without prejudice to the Company's right not to accept a Works order, Quotations will be valid for 30 days from date of issue.

3.4 Any cancellation or delay of an Works order by the Customer on or after 15:00 on the working day before the order is due to be fulfilled, or if the Company cannot deliver a Works order due to a failure of the Customer to comply with its obligations pursuant to Condition is subject to payment by the Customer of:

- (a) the Cancellation Charge; and
- (b) any Fuel charges
- (c) any labour charges

3.5 Any typographical, clerical or other error or omission in any sales literature, quotation, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

3.6 All communications and orders are subject to our Terms and Conditions. By communicating with us or placing a Works order, you are agreeing to have read and be in agreement with our Terms and Conditions in full.

4 Price and Payment

4.1 Unless otherwise agreed by the Company in writing the price for the Services the Surcharge shall be the price set out in the verbally and/or in writing Quotation.

4.2 The Company reserves the right, by giving notice to the Customer at any time before Works, to amend the Quotation and/or the Additional Services to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (including, without limitation, any increase in the costs of labour, fuel or other costs) any change in the work dates or location for the Services requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.

4.3 Unless otherwise agreed in writing the prices for the works shall include costs or charges in relation to location but are not inclusive of the charges for Additional Services or Overtime.

4.4 The price for the Additional Services and/or Overtime Costs shall be exclusive of value added tax and any other taxes and duties or levies all of which amounts the Customer will pay in addition when it is due to pay for the Works and/or Additional Services.

4.5 All payments are to be made direct to the Company, the Company do not accept payment by forms of cheques.

4.6 The Company reserves the right to levy the Full Works charge, where the Customer agrees to works finished ahead of confirmed Works scheduled time.

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4.7 The Company reserves the right to make a charge for Works and/or the Additional Services on the request of the Customer at a specific time or outside normal working hours.

4.8 Except where otherwise agreed by the Company or where the Customer is a credit account holder, payment of the price for the Works is due 30 days net from completion of works and/or Additional Services. Any other charges are due as they are incurred (unless agreed otherwise with the Customer). Time for payment of the Works, Additional Services, and Surcharges shall be of the essence.

4.9 The Customer shall make all payments due under the Contract without any deduction whether by way of set-off, withholding, counterclaim, discount, abatement or otherwise.

4.10 The Company shall be entitled to apply any amount due to the Customer under this or any other agreement in or towards payment of any sum owing by the Customer to the Company in relation to any matter whatsoever.

4.11 If any sum due from the Customer to the Company under the Contract or any other contract is not paid on or before the due date for payment then all sums then owing by the Customer to the Company shall become due and payable immediately and the Company shall be entitled to:

(a) cancel or suspend its performance of the Contract or any Works including suspending Works of and/or provision of the Additional Services; and/or

(b) charge the Customer

(i) interest calculated on a daily basis on all overdue amounts (both before and after judgement) until actual payment at the statutory rate of interest for commercial debts prevailing from time to time until payment is made in full; and

(ii) the cost of obtaining judgement or payment to include all reasonable professional costs (including legal fees) and other costs of issuing proceedings or otherwise pursuing a debt recovery procedure.

Any credit facility given to the Customer by the Company may be altered or withdrawn by the Company at any time.

Subject to Late Payment of Commercial Debts (Interest) Act 1998.

5 General

5.1 Nothing in the Contract shall create, or be deemed to create a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

5.2 The waiver by either party of any breach of the Contract shall not prevent the subsequent enforcement of that breach and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

5.3 If at any time any one or more of the Conditions or part of them of the Contract is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall

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be deemed omitted from the Contract and the validity and/or enforceability of the remaining provisions of the Contract shall not in any way be affected or impaired as a result of that omission.

5.4 The Company may record phone calls it makes to, or receives from, the Customer.

5.5 Any communication between the parties relating to the obligations of the Contract must be in writing and delivered by hand or sent by pre-paid first class post to, in the case of the Company, the address set out above, and in the case of the Customer, to its registered address, or such change of address as shall be notified to either party by the other. Pre-contractual communications, including any orders or Quotations, may be sent by email to such email addresses as the parties agree.

5.6 All disputes or claims arising out of or relating to the Contract shall be subject to the exclusive jurisdiction of the English and Welsh Courts to which the parties irrevocably submit.

6 Breach of Contract or Insolvency

6.1 The Company may immediately suspend performance of the Contract, cancel any outstanding Works, cease the provision of any Additional Services, stop any Works in transit or by notice in writing to the Customer terminate the Contract without liability to the Company if:

(a) the Customer commits a material breach of any of its obligations under the Contract which is incapable of remedy or fails to remedy any breach of its obligations under the Contract which is capable of remedy, or persists in any breach of any of its obligations under the Contract after having been requested in writing by the Company to remedy or desist from such breach within a period of 14 days; or

(b) the Customer suspends, or threatens to suspend, payment of its debts (whether principal or interest) or is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.

(c) any sum payable under the Contract is not paid within seven days of its due date for payment in accordance with the Contract.

6.2 Termination of the Contract for any reason shall be without prejudice to the rights and remedies of either party which may have accrued up to termination.

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