

### D12 - STANDARD TERMS & CONDITIONS – Version 3b

<b>1.0 Hourly Rates</b>	<b>Std. Hours</b>	<b>Overtime 'A'</b>	<b>Overtime 'B'</b>	<b>Overtime 'C'</b>
1.1 Site Technician (see 8.4)	TBC	TBC	TBC	TBC
1.2 Supervisor Technician *	TBC	TBC	TBC	TBC

\*only applicable if one Engineer is requested

#### 1.3 Working Hours

Rates for site personnel are as stated above. Overtime rates 'A' and 'B' apply to all site personnel when working outside their standard working hours, these hours are defined as;

#### Planned Hours

Normal Standard Hours *	Monday – Friday (days)	08:00 hrs to 16:30 hrs
48 Hours Notice Required	Monday – Friday (mornings)	06:00 hrs to 14:00hrs
48 Hours Notice Required	Monday – Friday (afternoons)	12:00hrs to 20:00hrs
Overtime Rate 'A'	Monday – Friday Saturday	16:30 hrs to 20:00 hrs 06:00 hrs to 20:00 hrs
Overtime Rate 'B'	Monday – Friday Saturday Sunday	20:00 hrs to 08:00 hrs 20:00 hrs onwards All Hours
Overtime Rate 'C'	Bank holidays Christmas & New Year period	All hours All hours

**Note; Emergency Call Outs received outside of standard planned working hours will be charged at overtime Rate B**

\*If Engineers have been on a planned job earlier than normal standard hours you may be charged Rate A Hours before 16.30 hours. Please check if this is the case when calling to schedule the engineers to site.

All Site Service Technician hours are chargeable, it should be noted that in accordance with normal practice our Site Service Technicians may be expected to work more than the normal working week in order to complete jobs, as and when necessary. Clients are therefore requested to notify ACDC in writing before commencing work if overtime is not approved. Standard hours are days, for any other shift required we must be given 48hrs prior notice to put our Engineers on mornings or afternoons.

#### 2.0 Access

2.1 The HSE guidelines state that ladders should only be used for access when working at height and as a last resort to complete low risk tasks which take less than 30 minutes. ACDC can provide Tower Scaffold (charged at £15 per meter), Trailer Mounted MEWP or Scissor Lift (charged at £150 per day each) and other access platforms will have to be outsourced and prices agreed beforehand.

#### 3.0 Travel

3.1 Travel will be charged at £0.35 per mile, the first 50 miles in each direction will be free.

3.2 If ACDC Engineers have to work more than a 12 hour shift, including travel, hotel accommodation would need to be provided at cost to the customer. Expenses of £40 per Engineer would also be charged this would be agreed with the client beforehand.

#### 4.0 Payment Terms

4.1 New customers will have their first invoice on Pro-forma, after which they will be placed on a 30 day account.

4.2 Payment is due 30 days after the invoice date.

4.3 No deductions shall be made by the customer from any payments due.

4.4 Where applicable Value Added Tax (or other tax payable by the customer) will be added in accordance the United Kingdom legislation in force at the tax point date.

4.5 Invoice queries must be made within 30 days of the date of said invoice.

#### 5.0 Overdue Payment and Cancellations

5.1 ACDC shall be entitled to make a finance charge of 2% on all overdue payments.

5.2 ACDC shall be entitled to suspend or cancel further deliveries or other services if any payment is overdue.

5.3 The customer shall not be entitled to withhold or set off payment for any reason whatsoever.

5.4 In the event of the customer's account being passed to external sources for collection of unpaid invoices, all costs and interest will be passed on to the customer.

#### 6.0 Report Sheets

6.1 The hourly rates are applicable to all ACDC Employees or representatives attending site for the duration of the week.

6.2 All report sheets will be completed and signed on a weekly basis or on completion of the job. Your onsite co-operation would be appreciated; however failure to do so will in no way invalidate our claim for payment.

6.3 If planned work is delayed for any reason not caused by ACDC this will be charged according to 1.3

6.4 Engineers hours will include travel time.

## **7.0 Outside Contractors and Services/Material**

7.1 Where it is necessary to engage outside contractors, purchases, an additional service or materials these shall be charged at cost plus 15%.

## **8.0 Call Out**

8.1 ACDC offer a twenty four (24) hour call out service.

8.2 All call outs will be charged a minimum of four (4) hours irrespective to how much time the Technician has on site.

8.3 Emergency Call Outs received outside of planned standard working hours will be charged at overtime Rate B.

8.4 Call outs will be attended by a minimum of two Technicians to cover the Health and Safety at work Act 1974 and Working at height Regulations.

We can offer one technician if specified by the client which would be a Supervisor Technician. In this situation the client will have to give written confirmation to [info@acdccranes.co.uk](mailto:info@acdccranes.co.uk) that they will provide a suitably trained Engineer that is able to provide an appropriate rescue plan, and certification would need to be provided to prove competency.

8.5 In situations where additional personnel are required. These will be charged in accordance with rates detailed in 1.3.

8.6 Lost Shift allowances relating to out of hours call out or planned projects are as follows;

12:00am onwards a Full 8 hours will be charged at Standard Planned hours to cover for loss of Earnings

## **9.0 Cancellations/ Rescheduling**

9.1 Jobs booked may be cancelled or rescheduled with a minimum of 24hrs notice.

9.2 Rescheduled or cancelled work with less than 24hrs notice shall incur a charge of 8 hours at the standard rate per Technician.

9.3 Call outs cancelled shall incur a 4hr charge in accordance with 8.0.

## **10.0 Tools**

10.1 ACDC employees carry general hand tools with them for use on site. Specialist equipment and plant hire will be supplied in accordance with 7.1.

## **11.0 Warranty of Materials**

11.1 All warranty for materials used will be provided by the products manufacturer and not ACDC Cranes, but we will support you during this process.

11.2 Any breakdowns caused by faulty products used, ACDC can send these off to the manufactures but in some cases a delivery cost may apply to the client.

11.3 Any of ACDC labour spent on faulty products will be chargeable to the client.

## **12.0 Conditions of Sale**

12.1 Cancellation of any order cannot be made without ACDC's consent in writing. In the event of an agreed cancellation the purchaser shall indemnify ACDC against all losses, including ACDC's loss of profits, liabilities and expenses of whatever nature incurred by ACDC arising directly or indirectly from such cancellation.

## **13.0 Returns/Unwanted Products**

13.1 The purchaser shall inspect the goods upon delivery and shall within 48 hours thereof notify ACDC of any alleged defect damage or failure to comply with the specifications. If the goods are under the manufactures warranty labour will be charged for ACDC to fit the parts (see sections 11.0 for more details)

13.2 Any unwanted products must be returned to ACDC within 14 days, within the original packaging, undamaged and unused. Any unwanted products returned to ACDC may incur a 25% handling fee, dependent upon our supplier's request, unless our supplier states a higher handling fee, then that fee would be applied.

13.3 For any products ordered without an ACDC employee conducting a site visit ACDC cannot guarantee the correct products have been selected for their intended application. ACDC can only advise customers on suitable products based on the information provided by the customer. All relevant data sheets can be provided upon request, if required, so that the customer can make an informed decision that the product offered by ACDC is suitable. ACDC cannot take any responsibility for the selection of products made by the customer.

## **14.0 Validity**

14.1 The above Terms and Conditions will remain valid until the next review, where you will be notified.