

D12 - STANDARD TERMS & CONDITIONS – Version 2025

1.0 Rates	Std. Hours	Overtime 'A'	Overtime 'B'	1.0 Overtime 'C'
1.1 Site Technician (see 11.4)	£as agreed	£ as agreed	£ as agreed	£ as agreed
1.2 Supervisor Technician* (one engineer)	£ as agreed	£ as agreed	£ as agreed	£ as agreed

* See clause 11.4, this rate is only applicable if one engineer is to attend site.

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;

Normal Standard Hours 48 Hours Notice Required	Monday – Friday (days) Monday – Friday (mornings)	08:00 hrs to 16:00 hrs 06:00 hrs to 14:00 hrs
Overtime Rate 'A'	Monday – Friday (continuation of shift) Monday – Friday (afternoons) Monday – Friday (same day emergency callout) Saturday	16:00 hrs to 20:00 hrs 12:00 hrs to 20:00 hrs 08:00 hrs to 18:00 hrs 06:00 hrs to 18:00 hrs
Overtime Rate 'B'	Monday – Friday Saturday Sunday	18:00 hrs to 08:00 hrs 18:00 hrs onwards All Hours
Overtime Rate 'C'	Bank holidays Christmas & New Year period	All Hours All Hours
1.4 MEWP/Scissor Lift Access	£200 per Day, See clause 5.1	
1.5 Scaffold Access	£40 per Meter, See clause 5.1	
1.6 Fuel	£0.60 per mile, See clause 6.1	

Note; Emergency Call Outs received outside of standard planned working hours (days) will be charged at overtime Rate 'B'

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. Customers are therefore requested to notify the Supplier in writing before commencing work if overtime is not approved. Standard hours are days (as set out above 08:00 – 16:00 hrs), for any other shift required the Supplier must be given 48hrs prior notice to put its Engineers on mornings or afternoons.

2.0 DEFINITIONS

In this document the following words shall have the following meanings:

2.1 "Agreement" means these Terms and Conditions together with the terms of any applicable Quotation;

2.2 "Customer" means the organisation or person who purchases goods and/or service from the Supplier;

2.3 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable;

2.4 "Quotation" means a statement of work, proposal, quotation or other similar document describing the goods and services to be provided by the Supplier together with the price payable;

2.5 "Supplier" means ACDC Cranes Ltd (company no: 06571264).

3.0 GENERAL

3.1 These terms and conditions shall apply to all agreements for the supply of goods and services by the Supplier to the Customer to the exclusion of any other terms which the Customer seeks

to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing;

3.2 Before the commencement of the services the Supplier shall submit to the Customer a Quotation which shall be subject to these Terms and Conditions, , save for in a breakdown situation in which case the Supplier shall charge the agreed hourly rate, see clause 1.0; and any materials used will be charged in addition with a markup cost as per clause 10.0. The Customer shall notify the Supplier immediately if the Customer does not agree with the contents of the Quotation. Otherwise a contract shall come into existence between the Supplier and the Customer upon the Customer's acceptance of a Quotation, the Supplier commencing the provision of the goods and/or services or the Customer placing an order for goods and/or services which the Supplier accepts (whichever occurs first);

3.3 In respect of goods purchased outside the UK, in the event there is any material adverse change in the exchange rate between the date of the Quotation and the date of purchase, the

Supplier reserves the right to adjust the quoted prices to reflect such changes.

3.4 The Supplier shall use all reasonable endeavors to complete the services within estimated time frames but time shall not be of the essence in the performance of any services.

4.0 DELIVERY AND INSTALLATION

4.1 The date/time of delivery of service and/or installation of goods specified by the Supplier is an estimate only. Time for delivery/installation shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay;

4.2 All risk in the goods shall pass to the Customer upon delivery/install.

4.3 Title to goods shall not pass to the Customer until the Supplier receives payment in full (in cleared funds) for the goods.

4.4 Until title to goods has passed to the Customer, the Customer shall:

(a) store the goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;



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- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the goods;
- (c) maintain the goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
- (d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 21.3.4 (c) and (d); and
- (e) give the Supplier such information as the Supplier may reasonably require from time to time relating to:
 - (i) the goods; and
 - (ii) the ongoing financial position of the Customer.

4.5 At any time before title to the goods passes to the Customer the Supplier may require the Customer to deliver up the goods in its possession and if the Customer fails to do so promptly, enter any premises of the Customer or any third party where the goods are stored in order to recover them.

5.0 ACCESS

5.1 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. The Supplier can provide Tower Scaffold (charged at 1.5 rate above), Trailer Mounted MEWP or Scissor Lift (charged at 1.4 rate above) any other access platforms will have to be outsourced from a third party and will be charged at in accordance with clause 10.0.

6.0 TRAVEL

6.1 Travel will be charged at £0.50 per mile, the first 50 miles in each direction will be free;

6.2 If ACDC Engineers have to work more than a 12 hour shift, including travelling time, hotel accommodation would need to be provided which will be charged for at cost to the Customer. Expenses of £40 per Engineer would also be charged and this would be agreed with the Customer beforehand.

7.0 PAYMENT TERMS

7.1 New customers will have their first invoice on Pro-forma, with payment due on the date of such Pro-forma invoice, after which they will be placed on a 30 day account;

7.2 Subject to 7.1, payment is due 30 days after the invoice date. Time for payment shall be of the essence;

7.3 No deductions shall be made by the Customer from any payments due;

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

7.5 Invoice queries must be made within 14 days of the date of said invoice;

7.6 If materials have been ordered and received by the Supplier ready for installation on site and there is then a

delay in obtaining access to site caused by the Customer, then the Supplier reserves the right to charge for the materials that have been ordered.

7.7 The Supplier has a minimum order charge of £100.00.

7.8 On live jobs the Supplier may invoice part payment for work completed including all materials ordered for the project if it is waiting for the Customer to schedule in work.

7.9 If the Customer delays the project start date by more than 30 days, then the Supplier reserves the right to charge reasonable storage costs for goods held in stock plus any third party costs or charges incurred and to submit an invoice for work already done and costs incurred by the Supplier.

7.10 The Customer acknowledges that goods imported from outside the UK may incur additional import taxes, duties and customs charges ("**Custom Charges**"). Whilst the Supplier makes every effort to include anticipated Custom Charges in the Quotation and any applicable invoices, the Customer agrees that any additional Custom Charges that are subsequently incurred shall be borne by the Customer. The Supplier shall inform the Customer of any additional Customs Charges as soon as reasonably practicable but these may be incurred after goods have been delivered dependant on the courier used. Should the Customer fail to provide a prompt purchase order response to approve these Custom Charges, there is a risk that the applicable goods may be returned to the third party supplier by customs authorities. Any return or re-attempted delivery charges imposed by the third party supplier or customs authority due to a delay in the Customer's response will also be passed onto the Customer.

8.0 OVERDUE PAYMENT AND CANCELLATIONS

8.1 If the Customer fails to make payment due to the Supplier by the due date, then, without limiting the Supplier's other remedies, the Customer shall pay interest on the overdue sum, whether before or after judgement. Interest shall accrue each day at 8% a year above the Bank of England base rate from time to time;

8.2 The Supplier shall be entitled to suspend or cancel further deliveries or provision of other goods/services if any payment is overdue.

8.3 The Customer shall not be entitled to withhold or set off payment for any reason whatsoever;

8.4 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.

9.0 REPORT SHEETS

9.1 The hourly rates are applicable to all ACDC Employees or representatives

attending site for the duration of the week;

9.2 All report sheets will be completed and signed on a weekly basis or on completion of the job. The Customer's onsite co-operation is appreciated; however failure to do so will in no way invalidate the Supplier's claim for payment;

9.3 If planned work is delayed for any reason not caused by the Supplier this will be charged according to clause 1.3 (see section 20.0 for example; bad weather conditions that prevent us from working safely then the Supplier would have the right to charge extra).

9.4 Engineers hours will include travel time.

10.0 THIRD PARTY CONTRACTORS AND SERVICES/MATERIALS

10.1 Where it is necessary to engage third party contractors and purchase third party additional services and/or materials then these shall be charged at cost plus 20%.

11.0 CALL OUT

11.1 The Supplier offers a twenty four (24) hour call out service;

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

11.3 Emergency Call Outs received outside of planned standard working hours will be charged at overtime Rate B (see above);

11.4 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.

The Supplier can offer one technician if specified by the Customer which would be a Supervisor Technician. In this situation the Customer will have to give written confirmation to

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;

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

11.6 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.

11.7 Any shifts past that go over 4 hours will be charged at 8hrs minimum to ensure that the Supplier can cover engineer's wages that day.

12.0 CANCELLATIONS/ RESCHEDULING

12.1 Jobs booked may be cancelled or rescheduled with a minimum of 48hrs notice;

12.2 Rescheduled or cancelled work with less than 48hrs notice shall incur a

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charge of 8 hours at the standard rate per Technician;
12.3 Call outs cancelled shall incur a charge of 4hr per engineer and will be charged in accordance with clause 11.0.
12.4 Changes to the servicing frequency/intervals are only possible after expiry of the Initial Term by agreement with the Supplier and the provision of not less than 12 months prior written notice from the Customer.

13.0 TOOLS

13.1 ACDC employees carry general hand tools with them for use on site. Specialist equipment and plant hire will be supplied in accordance with clause 10.0.

14.0 CUSTOMER'S OBLIGATIONS

14.1 To enable the Supplier to perform its obligations under this agreement the Customer shall:

14.1.1 Co-operate with the Supplier in all matters relating to the goods and/or services;

14.1.2 Provide the Supplier with any information reasonably required by the Supplier;

14.1.3 Obtain all necessary permissions and consents which may be required before the commencement of the services; and

14.1.4 Comply with such other requirements as may be set out in the Quotation or otherwise agreed between the parties.

14.2 The Customer shall be liable to compensate the Supplier for any expenses incurred by the Supplier as a result of the Customer's failure to comply with clause 14.0;

14.3 Without prejudice to any other rights to which the Supplier may be entitled, in the event that the Customer unlawfully terminates or cancels the goods and services agreed to in the Quotation, the Customer shall be required to pay to the Supplier as agreed damages and not as a penalty the full amount of any third party costs to which the Supplier has committed and in respect of cancellations on less than five working days' written notice the full amount of the goods and services contracted for as set out in the Quotation, and the Customer agrees this is a genuine pre-estimate of the Supplier's losses in such a case. For the avoidance of doubt, the Customer's failure to comply with any obligations under clause 14.1 shall be deemed to be a cancellation of the goods and services and subject to the payment of the damages set out in this clause;

14.4 In the event that the Customer or any third party, not being a sub-contractor of the Supplier, shall omit or commit anything which prevents or delays the Supplier from undertaking or complying with any of its obligations under this agreement, then the Supplier shall notify the Customer as soon as possible and;

14.4.1 The Supplier shall have no liability in respect of any delay to the completion of any project;

14.4.2 If applicable, the timetable for the project will be modified accordingly;

14.4.3 The Supplier shall notify the Customer at the same time if it intends to make any claim for additional costs.

14.5 In the event that the Customer moves premises/site during the term of this agreement, it shall inform the Supplier as soon as reasonably practicable. This agreement shall remain in effect in respect of the new premises with the remaining balance due being used towards the Customer's requirements at the new premises/site.

14.6 If a Customer scraps any assets during the term of this agreement, then the full remaining amount due under this agreement will still be due and payable, with no discount made.

15.0 WARRANTY OF MATERIALS

15.1 The warranties provided under this agreement are subject to the Customer having in place a maintenance contract with the Supplier for the duration of the applicable warranty period.

15.2 All warranty for goods and materials used will be provided by the applicable manufacturer and not the Supplier. However, the Supplier will use reasonable endeavours to support the Customer in the event of a warranty claim;

15.3 Any breakdowns caused by faulty products used, the Supplier can send these off to the manufacturer, please note that any carriage costs will be on the responsibility of the Customer. In some instances the Customer may be asked to send the faulty part direct to the Supplier, if this is the case any costs will be the responsibility of the Customer;

15.4 Any ACDC labour time incurred in relation to faulty products will be chargeable to the Customer at the Supplier's standard hourly rates;

15.5 The manufacturer of the goods warrants that as from the date of purchase by the Supplier which will be date of order, for a period specified by the applicable manufacturer, the goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials. This warranty is applicable only to goods installed by the Supplier;

15.6 The Supplier warrants that the services performed under this agreement shall be of a quality conforming to generally accepted industry standards and practices and to specific manufacturer guidelines;

15.7 The Supplier shall only and solely be liable for rectifying works agreed or undertaken and completed by the Supplier and shall not be held responsible for consequential loss or damage. Any further works will be charged to the Customer;

15.8 Except as expressly stated in this agreement, all warranties or terms

whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the goods and services to be provided by the Supplier and except as set out in this clause 15, the Supplier shall have no liability to the Customer in respect of the failure of the goods and/or services to comply with the warranties set out;

15.9 Any warranties will become null and void if works completed/supplied by the Supplier are repaired, modified or tampered with by a third party. The Supplier shall not be liable for any third party costs.

16.0 RETURNS/UNWANTED PRODUCTS

16.1 The Customer shall inspect the goods upon delivery and shall within 48 hours thereof notify the Supplier of any alleged defect damage or failure to comply with the specifications. If the goods are under the manufacturer's warranty, labour will be charged for the Supplier to fit the parts (see clause 15.0 for more details);

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

16.3 For any products ordered without an ACDC employee conducting a site visit the Supplier cannot guarantee the correct products have been selected for their intended application. The Supplier can only advise the Customer 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 the Supplier is suitable. The Supplier cannot take any responsibility for the selection of products made by the Customer.

17.0 INDEMNIFICATION

17.1 The Customer shall indemnify the Supplier against all claims, costs and expenses which the Supplier may incur and which arise, directly or indirectly, from the Customer's breach of any of its obligations under this agreement, including any claims brought against the Supplier alleging that any goods and/or services provided by the Supplier in accordance with a specification provided by the Customer infringes a patent, copy right or trade secret or other similar right of a third party.

18.0 LIMITATION OF LIABILITY

18.1 Except in respect of death or personal injury due to negligence for which no limit applies or any other

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liability that legally cannot be limited, the entire liability of the Supplier to the Customer in respect of any claim whatsoever or breach of this agreement, whether or not arising out of negligence, shall be limited to the price paid by the Customer for the goods/services to which the claim relates;

18.2 In no event shall the Supplier be liable to the Customer for any loss of sales or business, loss of anticipated savings, loss of opportunity or loss of profits, loss of or damage to goodwill or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss.

19.0 INTELLECTUAL PROPERTY

19.1 RIGHTS; All intellectual property rights produced from or arising as a result of the performance of this agreement shall, so far as not already vested, become the absolute property of the Supplier, and the Customer shall do all that is reasonably necessary to ensure that such rights vest in the Supplier by the execution of appropriate instruments or the making of agreements with third parties.

20.0 FORCE MAJEURE

20.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or any other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

20.2 If the Supplier's Engineer arrives on site and is unable to complete the work due to any act, restriction or omission by the Customer or failure by the Customer to perform any relevant obligation then the full 8 hours per Engineer will be chargeable to the Customer.

21.0 CRANE SERVICING & LIFTING GEAR INSPECTION CONTRACT (Applicable to Servicing Contract)

21.1 ROLLING CONTRACT T&C

21.1.1 The services to be provided under the agreed servicing contract shall be set out in the Quotation along with the applicable prices. The Supplier may vary its rates and/or prices for services on an annual basis. Prices will be increased each year by the higher of 3% or the rate of the official UK RPI increase published by the UK ONS for the 12 month period immediately

preceding the date of the increase. We will give you not less than seven (7) days written notice of such increases.

21.2 TERMINATION

21.2.1 The servicing contract shall commence on the date of your acceptance of the Quotation and shall continue for an initial period of 24 months ("**Initial Term**") at which point it will be renewed automatically for successive periods of 12 months (each 12 month period being a "**Renewal Period**")

21.3.2 Either party may terminate the servicing contract by giving the other party not less than 12 months' written notice to expire at the end of the Initial Period or the end of any Renewal Period.

21.3.3 The Customer may only terminate the servicing contract prior to the expiry of the Initial Period or any Renewal Period by giving the Supplier not less than 6 months' notice provided the Customer pays to the Supplier the fees it would have earned and it would have become entitled to if the servicing contract had not been terminated prior to end of the Initial Period and/or Renewal Period.

21.3.4 The Supplier may terminate this agreement (including any servicing contract) with the Customer with immediate effect by giving written notice to the Customer if the Customer:

- (a) fails to pay any amount due under this agreement on the due date for payment;
- (b) commits a material breach of any other term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so; or
- (c) takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
- (d) suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

22.0 SUPPLIER PURCHASE ORDER NUMBERS

22.1 No orders from the Supplier are authorised without the provider/supplier being in receipt of a purchase order number from the Supplier, including the total price of the goods and any delivery costs;

22.2 All invoices submitted to the Supplier must have a purchase order number shown and the price must match that of its purchase order. Any invoices that do not meet this will not be paid.

23.0 LONG TERM PROVISION OF ENGINEER

23.1 If an engineer of the Supplier is based long term at a Customer's site on a continuous contract the Supplier requires a month's notice to cancel the contract.

23.2 During the contract and for a period of 12 months post-termination of the contract, the Customer shall not employ or offer to employ or enter into a contract for the services of a member of the Supplier's staff, or entice, solicit or procure such person to leave the employment of the Supplier (or attempt to do so) whether or not that person would commit any breach of contract in leaving such employment.

24.0 ENTIRE AGREEMENT

This agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this agreement, this agreement may be varied only by a document signed by both parties.

25.0 NO THIRD PARTIES

25.1 Nothing in this agreement is intended to, nor shall it confer any rights on a third party.

26.0 GOVERNING LAW AND JURISDICTION

26.1 This agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

27.0 VALIDITY

27.1 The above Terms and Conditions will remain valid until the Supplier's next review, where the Customer will be made aware of any revised set of Terms and Conditions.

28.0 ASSIGNMENT AND OTHER DEALINGS

28.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust or deal in any manner with any or all of its rights or obligations under this agreement. The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

29.0 SEVERANCE

29.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

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30.0 WAIVER

30.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

31.0 CONFIDENTIALITY

31.1 Each party undertakes that it shall not at any time during the term of this agreement, and for a period of two years afterwards, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 31.2.

31.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 31; and
(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
31.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

32.0 NOTICES

32.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case);

(b) Any notice shall be deemed to have been received if delivered by hand, at the time the notice is left at the proper address and if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting;

(c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.



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