

These Terms and Conditions shall apply to all Company Services provided by us, Safer Roadworks Limited, a company registered in England and Wales under number 13181707 whose registered office is at Safer Roadworks Industrial Estate, Market Weighton Road, Selby, North Yorkshire, YO8 5LD, hereinafter known as "the Company". These terms are legally binding so please read them carefully.

1. Definitions and Interpretation

In these Terms and Conditions, the following expressions have the following meanings unless otherwise stated:

"Assignment" means the period during which the Operative is engaged by us to render services to you;

"Client" means you, the business, firm or corporate body purchasing the Services. Where an individual is entering into the Contract on behalf of a business, the individual confirms they have the authority to enter into the Contract on behalf of that business and the business will be our Client in the context of the Contract;

"Contract" means the contract formed upon Acceptance by you as above, which will incorporate and be subject to these Terms and Conditions, together with any terms agreed in the schedule of rates which confirms the entire scope of Services to be provided;

"Operative" means any suitable person that we may instruct to render Services to you;

"Quotation" means our written quotation or schedule of rates to provide the Services, which unless otherwise stated, remains open for acceptance for a period of 30 days and sets out our entire scope of works;

"Services" means the traffic management and/or labour supply services to be carried out by us as detailed in our Quotation or schedule of rates;

"Term" means the term of this Contract as defined in clauses 2 and 12; and

1.1 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.1.1 "we", "us" and "our" means the Company and includes all employees, agents and sub-contractors of ours;

1.1.2 "writing", and "written" includes faxes and emails;

1.1.3 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.1.4 "these Terms and Conditions" is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;

1.1.5 a Schedule is a schedule to these Terms and Conditions;

1.1.6 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and

1.1.7 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.

1.2 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon their interpretation.

1.3 Words imparting the singular number shall include the plural and vice versa.

1.4 References to persons shall include corporations.

2. The Contract

2.1 We will send a written Quotation or schedule of rates setting out Services to be provided. A legally binding Contract will be formed as soon as you accept our Services or Quotation (electronically or otherwise), and the Contract will include the acceptance of these Terms and Conditions, which will apply between you and us.

2.2 No variation to these terms and conditions either expressly or implied may be made without our written consent.

2.3 No terms or conditions stipulated or referred to by you in any form whatsoever will in any respect vary or add to these Terms and Conditions unless we agree otherwise in writing.

2.4 You are responsible for the accuracy of any information submitted to us and for ensuring that the Quotation reflects your requirements. Our Quotation is based on the information provided to us at the time of its preparation. Should any errors or discrepancies become evident which affect the order value, we reserve the right to make adjustments to it.

3. Labour Supply Services

3.1 We shall use our best and reasonable endeavours to find a suitable Operative to complete such works as are notified by you, but we do not warrant our ability to do this.

3.2 All details we provide relating to Operatives are confidential and such information should not be passed to any third party, either directly or indirectly.

3.3 We shall endeavour to ensure that all Operatives introduced to you have the experience, qualifications and authorisations which are required by law or by any professional body, for the Services that you require and where agreed provide proof of such to the nominated site representative prior to the commencement of such works.

3.4 We shall ensure that all Operatives are provided with and wear PPE which shall at all times be clean and in a reasonable condition.

3.5 We shall require timesheets to be completed by you in order to verify the number of hours worked by the Operative.

3.6 In the absence of any agreement to the contrary, timesheets shall cover a period of one week, save for placements of less than a week in which case timesheets shall be returned to us at the end of the placement.

3.7 You shall sign each completed timesheet and return it to us.

3.8 Signature of the timesheet by you is confirmation of the number of hours worked.

3.9 You shall refer any and all disputes relating to the hours worked by the Operative or any other matters relating to the timesheet to us as soon as reasonably practicable and co-operate with us to establish what hours, if any, were worked and in any event within 7days..

3.10 Failure to sign the timesheet does not absolve your obligations to pay charges in accordance with Clause 5.

3.11 You shall provide adequate levels of supervision to the Operative in order to enable the Operative to perform to your satisfaction and to ensure suitable standards of workmanship.

3.12 You shall, to the extent required, comply with all relevant legislation and regulations including, but not limited to, the Health and Safety at Work Act; the Working Time Regulations; the Equality Act 2010 and the Company Workers Regulations 2010.

4. Traffic Management Services

4.1 Both parties agree to use all reasonable endeavours to meet any deadlines as set out in the accepted Quotation. However, any such deadlines we may agree are done so in good faith and are estimates only. Time will not be of the essence in the performance of our Services.

4.2 If our Quotation includes for a set number of hours or days, we will maintain time records recording usage and our decision on these is final. Once the allotted time is used, we will issue a further Quotation for additional time and we will be unable to respond to any queries until this Quotation is accepted.

4.3 Any programme dates we may provide are weather-dependent, so represent an estimate only. We will use all reasonable endeavours to meet any agreed programme dates, but we will have no obligation to complete the works by a specified date and time will not be of the essence in the performance of our Services. If we have to reschedule or cancel a scheduled visit, we will contact you as soon as possible to minimise disruption.

4.4 All method statements, risk assessments, reports, procedures and documentation we prepare will be based on information provided by you at the time and will be legally accurate as at the date of their preparation. We cannot be held liable for any delays, errors, discrepancies or any other adverse consequences where you have provided incorrect information or failed to provide information necessary for us to give our professional advice.

5. Terms of Payment

5.1 You agree to pay the fees as detailed in the accepted Quotation in accordance with these terms of payment.

5.2 Payment for one-off project work will be due at regular intervals throughout the duration of the project, or on completion of the Services, at our discretion. We also reserve the right to request a deposit up front before the Services commence. If so, this will be detailed in our Quotation and must be paid before any dates can be confirmed.

5.3 All invoices are payable in pounds sterling by bank transfer, without set-off, withholding or deduction, strictly within 30 days from the date of invoice, unless otherwise agreed.

5.4 You shall be responsible for payment of all hours worked by the Operative as stated on the timesheet(s) in accordance with clause 3.

5.5 You agree to pay us hourly charges at the hourly rate as stated in our pricing schedule.

5.6 Invoices for hours worked by Operatives shall be raised weekly.

5.7 In addition, we reserve the right to charge you for our reasonable travelling time and travel expenses, any incidental expenses for materials used and for third party goods and services supplied in connection with the provision of the Services.

5.8 If payment is not received in accordance with clause 5.3 above, we reserve the right to charge interest on any outstanding payments at the rate of 8% per annum, until the account is paid in full, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. If the account is in dispute no interest charges will apply until the matter is resolved.

6. Cancellation and Termination

6.1 In the event that you cancel an agreed placement of our labour Services or traffic management Services less than 24 hours prior to the commencement of an Assignment, we shall be immediately entitled to payment for a charge equivalent to 4 hours being worked.

6.2 Either Party has the right to terminate the Contract immediately if the other:

6.2.1 has committed a material breach of these Terms and Conditions, unless such breach is capable of remedy, in which case the right to terminate will be exercisable if the other Party has failed to remedy the breach within 14 days after a written notice to do so; or

6.2.2 goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.

6.3 In the event of termination for default committed by you, all payments required under these Terms and Conditions shall become due and immediately payable.

6.4 Any and all obligations of the Parties which either expressly or by their nature continue beyond the termination, cancellation or expiration of the Contract shall survive termination under this Clause 6.

7. Liability & Indemnity

7.1 Except in respect of death or personal injury caused by our negligence, we will not be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our Operatives or agents or otherwise) in connection with the performance of our obligations under the Contract.

7.2 All warranties or conditions whether express or implied by law are expressly excluded to the full extent permitted by law.

7.3 In the event of a breach by us of our express obligations under these Terms and Conditions, your remedies will be limited to damages, which in any event, shall not exceed the fees and expenses paid by you for the Services.

8. Privacy Policy

- 8.1 We respect and value your privacy and also the security of your data. Information that you give to us when contacting us will be used only for the provision of the services.
- 8.2 In order to provide the services, we may be required to share your information with Operatives and other agencies. You are entitled to prohibit this by way of an express written request to us.
- 8.3 Your data is stored securely in accordance with the Data Protection Act 2018. All such data stored electronically is password protected and encrypted.
- 8.4 More information on how we handle data can be found in our privacy policy. Available on request.

9. Confidentiality

- 9.1 Each party undertakes that, except as provided by sub-Clause 12.2 or as authorised in writing by the other party, it shall, at all times during the continuance of this agreement and for 2 years after its termination:
- 9.1.1 keep confidential all Confidential Information;
- 9.1.2 not disclose any Confidential Information to any other party;
- 9.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this agreement;
- 9.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
- 9.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers carries out any act which, if done by that party, would be a breach of the provisions of sub-Clauses 12.1.1 to 12.1.4 above.
- 9.2 Either party may disclose any Confidential Information to:
- 9.2.1 any sub-contractor or supplier of that Party;
- 9.2.2 any governmental or other authority or regulatory body; or
- 9.2.3 any employee or officer of that party or of any of the aforementioned persons, parties or bodies;
- to such extent only as is necessary for the purposes contemplated by this agreement (including, but not limited to, the provision of the services), or as required by law. In each case that party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 12.2.2 or any employee or officer of any such body) obtaining and submitting to the other party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 12, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and
- 9.3 Either party may use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of this agreement, or at any time after that date becomes, public knowledge through no fault of that party. In making such use or disclosure, that party must not disclose any part of the Confidential Information which is not public knowledge.
- 9.4 The provisions of this Clause 12 shall continue in force in accordance with their terms, notwithstanding the termination of this agreement for any reason.

10. Non-Competition and Non-Solicitation

- 10.1 Neither party will, during the term of the Contract and for a period of 12 weeks after the last engagement with an Operative, without our prior written consent, appoint in any way or cause to be employed, engaged or appointed an employee, or sub-contractor of ours.
- 10.2 Both parties agree that should 11.1 be breached, then you will be liable for damages including but not limited to loss of profit and loss of business totalling an amount of £5000.
11. **Force Majeure:** Neither you nor us shall be liable for any failure or delay in performing their obligations under this agreement where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes,

acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

12. **Waiver:** No failure or delay by either party in exercising any of its rights under this agreement shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of the agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
13. **Set-off:** Neither party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under this agreement or any other agreement at any time.
14. **Time:** The parties agree that with the exception of payment, the times and dates referred to in this agreement are for guidance only and are not of the essence of the agreement and may be varied by mutual agreement between the parties.
15. **Relationship of the Parties:** Nothing in the agreement shall constitute or be deemed to constitute a partnership, joint venture, Company or other fiduciary relationship between the parties other than the contractual relationship expressly provided for in this agreement.
16. **Third Party Rights**
- 16.1 No part of the Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.
- 16.2 Subject to this Clause 16, the Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.
17. **Notices:** Notices shall be deemed to have been duly received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three working days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed to the address you provided to us, stamped and placed in the post and; in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.
18. **Entire Agreement**
- 18.1 In the event of conflict between these Terms and Conditions and any other terms and conditions (of yours or otherwise), the former shall prevail unless expressly otherwise agreed by us in writing.
- 18.2 This agreement contains the entire agreement between the parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.
- 18.3 Each party acknowledges that, in entering into this agreement, it does not rely on any representation, warranty or other provision except as expressly provided in this agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
19. **Our right to vary these terms and conditions:** We have the right to revise and amend these Terms and Conditions from time to time to reflect changes in market conditions affecting our business, changes in payment methods and changes in relevant laws and regulatory requirements.
20. **Severance:** In the event that one or more of the provisions of this agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of this agreement. The remainder of this agreement shall be valid and enforceable.
21. **Law and Jurisdiction:** This Contract shall in all respects be subject to and construed in accordance with the laws of England and Wales. Any dispute between the parties to this Contract shall be referred to the exclusive jurisdiction of the courts of England and Wales.