

**JACKSON CIVIL ENGINEERING GROUP LIMITED & SUBSIDIARY COMPANIES**  
**TERMS AND CONDITIONS FOR PURCHASE OF MATERIALS OR EQUIPMENT**

**1 Interpretation**

In these terms and conditions the following expressions shall have the meanings shown:

"Conditions" the terms and conditions of purchase set out herein and overleaf

"Contract" the Order, Conditions, any documents which are attached or referred to in the Order and any relevant quality programme of the Supplier, which shall supersede any previous agreement between the Company and the Supplier in relation to the matters dealt with in the Contract

"Documents" plans, photographs, documents, models, patterns, samples, specifications, data, technical information or any other document relating to the Goods, whether written or oral or three-dimensional

"Order" this order including all related Documents

**2 Basis of Purchase**

**2.1** The Order constitutes an offer by Jackson Civil Engineering (the "Company") to purchase the materials, articles and equipment as specified overleaf (the "Goods") from the person, firm or company to whom the Order is addressed (the "Supplier") subject to the terms of the Contract.

**2.2** The Conditions shall govern, and be incorporated in, every contract or other course of dealings made or undertaken by the Company with the Supplier to the exclusion of any other express or implied terms and conditions on which any quotation has been given to the Company or subject to which the Order is accepted or purported to be accepted by the Supplier, and any similar provision in the Supplier's terms and conditions shall be of no effect.

**2.3** Subject to condition 3.2, and unless specified otherwise in the Conditions, the Contract may only be modified in writing signed on behalf of the Company by an authorised person and no other action on the part of the Company, whether by accepting the Goods or otherwise, shall be a variation of the Contract.

**3 Ordering Procedure and Orders**

**3.1** Any forecast of the Company's likely requirements, dates or frequency of delivery of Goods ("Forecasts") shall not be binding.

**3.2** The quality and quantity of, and Documents relating to the Goods and the date and place of delivery may be altered by the Company from time to time by written notice to the Supplier. If the Company so requests, the Supplier shall provide a reasonable sample of the Goods to the Company.

**3.3** No Order shall be binding on the Company unless and until it has been accepted by the Supplier and bears the Company's order reference number. This Order shall be automatically withdrawn if the Supplier has not accepted it within 30 days of the date as stated overleaf.

**3.4** The Supplier shall immediately inform the Company if the Supplier knows or believes that (i) any Goods for which the Company has placed a Forecast are, or are likely to be out of stock or will not be, or is unlikely to be, able to deliver all or any of the Goods by the date required; or (ii) it will not be, or is unlikely to be, able to deliver all or any of the Goods by the date required on the Order and the Company shall be entitled to cancel any Order placed without liability and without prejudice to any other right or remedy.

**3.5** The Supplier shall quote the Company's order reference number on all dispatch or consignment notes, advice notes, invoices and any other documentation related to the Contract.

**4 Deliveries**

**4.1** All Goods shall be delivered Carriage and Insurance Paid (in accordance with Incoterms 2000) to the address specified overleaf or otherwise notified to the Company ("Delivery Address")

**4.2** The Goods ordered by the Company shall be at the Supplier's risk until the Goods are received and signed for by the Company at the Delivery Address and until then the Supplier shall insure the Goods to their full replacement value.

**4.3** Delivery shall be made by the Supplier at the dates and times as specified overleaf or as otherwise agreed.

**4.4** The title and risk in the Goods shall pass to the Company on receipt of the Goods at the Delivery Address, except where payment for the Goods has been made prior to delivery, in which case title shall pass to the Company when payment is made and the Goods are appropriated to the Contract.

**4.5** Time shall be of the essence in respect of the obligations of the Supplier.

**4.6** The Supplier shall ensure that all Goods delivered are accompanied by a dispatch or consignment note and a packing note clearly quoting the Order reference number and that a duplicate is sent to the address as specified overleaf at the time the Goods are dispatched. Any indication by the Company on delivery that a consignment accords with the consignment note shall not be taken as indicating that the Company has accepted the Goods.

**4.7** If the Goods are to be delivered by installments, the Contract will be treated as a single contract and not severable.

**4.8** The Company shall be entitled to reject any Goods delivered which are not in accordance with the Contract within 30 days of the date of any defect coming to the attention of the Company.

**4.9** The Company shall not be obliged to return any packaging, crates or packing materials to the Supplier.

**4.10** If any Goods are rejected or are in excess of the quantities ordered the Supplier shall forthwith collect them from the Delivery Address at its own expense and risk in such Goods shall pass to the Supplier when they are tendered for collection by the Company. If the Supplier fails to collect Goods in accordance with this condition, the Company may charge the Supplier all reasonable storage and transport costs of the Goods.

**4.11** The Defects Liability Period as specified overleaf ("the Defects Liability Period") shall commence on the commencement of the Company's defects and liability period as set out in the relevant Main Contract (as defined in condition 5.4) (or, if there is no Main Contract or the commencement of the Company's defects and liability period is not specified in the Main Contract, on such other date as the Company shall specify). The Company may at any time prior to the expiry of the Defects Liability Period request the Supplier to replace any defective Goods as soon as reasonably practicable. No adjustment shall be made to the Price in respect of such adjustment.

**4.12** No storage charges or other charges shall be charged by the Supplier if delivery is delayed by the Company for reasons that are reasonably beyond its control.

**4.13** All delivery operatives are to wear adequate and suitable PPE whilst carrying out their duties on all Jackson Civil Engineering sites.

A minimum standard of Personal Protective Equipment (PPE) shall consist of:

1) Safety Helmet conforming to BS5240 or BS EN397

2) Safety Footwear conforming to BS1870 Pt1 or BS EN345

3) High Visibility Waistcoat conforming to BS EN471 Class 2

4) Safety Eye Protection (minimum standard to EN166.1F)

5) Safety Gloves (minimum standard to EN388) (Marigold Px130 or similar)

All PPE must comply with Personal Protective Equipment (EC Directive) Regulations 1992. Failure to comply will result in no admission onto site.

**5 The Goods**

**5.1** The Supplier shall ensure that the Goods and any design which forms part of them shall:

- i. be fit for the purpose for which they are expressly and impliedly supplied and commonly used during the design life as specified overleaf
- ii. comply with all aspects of the Contract and the Main Contract, including without limitation as to the description, specification, quality, quantity and condition
- iii. correspond with any sample provided
- iv. be of satisfactory quality and the best of their kind
- v. at all times conform with all relevant legal requirements, any relevant British Standards and codes of practice
- vi. be fully compatible with any goods, material and equipment to which the Company proposes to adjoin, affix or otherwise use with the Goods
- vii. be to the reasonable satisfaction of the Company and/or any person appointed in connection with the Main Contract

**5.2** The Supplier shall (a) advise the Company if any Goods require the Company to take any special step or make any special provision in order to comply with any statutory requirements and (b) provide the Company with information concerning any dangerous property associated with the Goods likely to be encountered as a result of the use for which it is being supplied, including an assessment of its risk including the manufacturer's recommended application and symptoms associated with effects of over-exposure, together with the controls and safety procedures that are required for its use and hazard data sheets and all such information shall be provided at regular intervals and in any event when reasonably required by the Company.

**5.3** Without prejudice to any other right or remedy, if Goods are not supplied in accordance with the Contract then the Company shall be entitled to require the Supplier to supply replacement Goods in accordance with the Contract as soon as practicable and in any event within 5 days.

**5.4** The Supplier will indemnify and keep indemnified the Company on demand against all claims, loss, costs, damage and expenses which it incurs or which are brought against the Company directly or indirectly as a result of or arising in connection with (a) the Goods not being delivered in accordance with and/or not being or performing in accordance with the Contract including but not limited to any sums paid under any contract under which the Company is engaged to execute or procure plant and/or works and/or any specifications, conditions of contract and documents of a similar nature prepared for any such plant and/or works ("Main Contract") which Main Contract may be inspected on reasonable notice at the address as specified overleaf subject to the Company's right to withhold details of prices or any other confidential information (b) loss or damage to the Information (as defined in condition 10) which is at any time in the Supplier's possession or control (c) any claim that the Goods or their importation, use or resale, infringes the patent, copyright, design right, trade mark or other intellectual property rights of any other person (d) any liability under the Consumer Protection Act 1987 in respect of the Goods (except to the extent caused by the Company's negligence) (e) any claim arising from injury to any person or damage to property arising from the use of the Goods or the fulfillment of the Contract or sustained by the Supplier (except to the extent caused by the Company's negligence) (f) the removal of Goods and reinstatement of non-defective Goods should a defect in the Goods not be discovered until the Goods have been incorporated into other goods or works or until the Goods fail to perform

**5.5** If so required by the Company the Supplier shall provide a Guarantee Bond in such form as the Company may reasonably require from a first class Bank or Insurance Company to warrant that the Goods shall comply with the Conditions. The Bond shall provide sufficient funds to allow the Company to obtain the Goods from an alternative Supplier at no additional cost to the Company if they do not so comply.

**6 Price**

**6.1** The price of Goods shall be as stated overleaf ("the Price") and, unless otherwise stated shall be (i) exclusive of any applicable VAT (which shall be payable by the Company subject to receipt of a VAT invoice) and inclusive of all charges for crates, packaging, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, taxes or levies other than Value Added Tax.

**6.2** The Company shall be entitled to the benefit of any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier, whether or not shown on its own terms and conditions of sale.

**7 Payment**

**7.1** The Supplier may invoice the Company with the Price on or at any time after delivery of the Goods in accordance with the Contract. Each invoice shall quote the order reference number and be accompanied by a detailed statement of the Goods to which the invoice relates and the dates delivered.

**7.2** The Company shall pay the Price within the time as stated overleaf.

**7.3** Subject to the receipt of a VAT invoice payment for the goods will become due 30 days after the end of the month in which delivery takes place or in accordance with other agreed terms between the Company and the Supplier. The Supplier shall quote the purchase order number on all invoices and shall send a statement to the Company at the end of the month following delivery.

**8 Termination**

**8.1** The Company shall be entitled to cancel the Contract with immediate effect at its convenience without fault on the part of the Supplier in respect of all or part of the Order at any time. If the Company exercises this right of termination, the Company's sole liability shall be to pay the Supplier the reasonable direct costs incurred in connection with the cancellation of the order and the Company shall not be liable to the Supplier for any loss of profit, business, contracts or revenues whether directly or indirectly arising from such termination.

**8.2** The Company shall be entitled to terminate all or part of the Contract with immediate effect by written notice if (a) the Supplier becomes unable to pay its debts within the meaning of sections 123 or 268 of the Insolvency Act 1986 (as amended or re-enacted) passes a resolution for winding-up or has a petition for a winding-up or administration order presented in relation to it, or has a receiver, liquidator or administrator appointed over all or any part of its property or makes a proposal for a voluntary arrangement with its creditors or if any event analogous to any listed in this condition 8.2(a) or if the Company reasonably apprehends that any of the events listed in this condition 8.2(a) or similar thereto is about to occur in relation to the Supplier or (b) if the Supplier commits a material breach of the

Contract or any other contract between the Company and the Supplier and in the case of a breach which is capable of remedy, fails to remedy the same within 30 days of a request to do so by the Company (c) if the requirements of the Main Contract are varied or reduced or if the Main Contract is terminated.

If the Contract is terminated pursuant to condition 8.2, the Company shall not be liable to the Supplier for any costs or damages as a result of such termination and if part only of the Contract is terminated there shall be a pro rata reduction in the Price.

**9 Progress, Inspection and Testing**

**9.1** The representative(s) of the Company shall at all reasonable times be granted access to the premises of the Supplier for the purpose of determining progress in the execution of the Order, inspecting the Goods at all stages of manufacturing and packaging, and (where possible) witnessing or carrying out tests. Such representative shall have no authority to accept Goods and any inspection shall not be an acceptance of the Goods. The exercise by the Company of its rights hereunder shall not absolve the Supplier from its obligations under the Contract.

**9.2** At regular intervals during the design and manufacturing process the Supplier shall provide to the Company a detailed progress report giving details of the progress to date and likely completion of the Contract together with any further details reasonably requested by the Company in connection with the supply of the Goods.

**10 Date reliance warranty**

**10.1** The Supplier hereby warrants that where any of the Goods include time and/or date processing or reliant components or software, such components and/or software will process times and/or dates accurately and efficiently so that neither the performance nor the functionality of the Goods is affected by such reliance and so that no value or expression of any date will cause any interruption in the operation of such Goods.

**10.2** To the extent that the Supplier fails, in any respect, to comply with the warranty given in condition 10.1, the Supplier shall indemnify and hold the Company harmless against any loss, damage or expense sustained or incurred, directly or indirectly, by the Company as a result of such failure.

**11 Ownership of Property**

**11.1** During the term of the Contract and after termination, except as required by law or by any relevant national or supranational regulatory authority, or to the extent that information has come into the public domain through no fault of the Supplier, the Supplier shall treat as strictly confidential all information and intellectual property rights provided to it by the Company (the "Information"). The Company (i) will not use nor permit the use of the Information for the production, manufacture or design of any goods or materials other than the Goods ordered from time to time by the Company (ii) will refer to the Company enquires for goods or parts thereof intended to be replacements for the Goods; (iii) it will at the request of the Company at any time immediately deliver to the Company all or any of the Information and all copies thereof.

**11.2** All Information created, prepared or provided by the Supplier for the purposes of or in connection with the Contract shall, at the option of the Company (which it may exercise at any time in its absolute discretion), be assigned to the Company absolutely by the Supplier, with full title guarantee at such reasonable cost as the Company may specify.

**12 General**

**12.1** Any notice given under the Contract Conditions shall be in writing addressed to the other party at its registered office, principal place of business or other address as may be notified.

**12.2** No waiver by the Company of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach or any other provision.

**12.3** The Supplier shall not assign, hold on trust or sub-contract any part of the Contract.

**12.4** If any provision of these Conditions is held to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract shall not be affected.

**12.5** If any dispute between the Company and the Supplier cannot be resolved amicably, at the Company's option, the matter may be referred to an appropriate professional body for adjudication in accordance with version 1.3 of the TeCSA rules for adjudication as such rules may be amended from time to time. If any dispute arises under the Contract concerning the same or substantially the same facts and matters as any dispute between the Company and any other person which has been referred to adjudication pursuant to Section 108 of the Housing Grants, Construction and Regeneration Act 1996, the Company and the Sub Contractor agree that such dispute may be dealt with in the same adjudication proceedings.

**12.6** Neither party shall be liable to the other for any default under the Contract caused by war, fire, flood, riot, drought, governmental action or act of God ("Force Majeure Event") provided that the Supplier shall immediately inform the Company of the existence of any Force Majeure Event and the Company shall be entitled to cancel the Order (or any part of it) without liability and without prejudice to its other rights and obligations where the Force Majeure Event subsists for a period of 10 days or more.

**12.7** The Supplier shall not without the prior written permission of the Company advertise or announce that it supplies Goods to the Company and shall discontinue any advertisement or announcement on demand.

**12.8** The Supplier will at all times insure and keep itself insured with a reputable insurance company in respect of all liability which it may incur to the Company under the Contract and in respect of the Goods and shall produce on request by the Company the policy of such insurance and the premium receipts.

**12.9** The Contract shall be governed by and construed in accordance with the laws of England and, subject to the provisions of condition 12.5, the parties submit to the exclusive jurisdiction of the English courts.

**12.10** Unless expressly provided, no express term of the Contract or any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

**12.11** If there is any conflict between the provisions of the documents comprising the Contract, the following shall prevail in descending order of priority (i) any written contract negotiated and agreed between the parties (ii) the Order form overleaf (iii) the Documents (iv) the Conditions.

**12.12** All rights and obligations of the parties shall cease to have effect on termination of the Contract except where otherwise stated and provided that termination shall not affect any accrued rights, remedies and obligations of the parties at the date of termination.

**13 Compliance with the Law**

13.1 The Supplier shall comply with any law, enactment, regulation, and regulatory policy, guideline, and regulation, and regulatory policy, guideline, requirement and industry code of any Regulatory Authority (including good practice codes) applicable to any part of the supply or the customer and shall maintain such authorisations and all other approvals, permits and authorities from Regulatory Authorities as are required of it from time to time to perform its obligations under or in connection with this agreement. These include but are not limited to laws concerning; health and safety, the environment, anti-bribery and corruption, modern slavery, data protection, discrimination and income tax.

13.2 The Supplier shall notify the Contractor as soon as it becomes aware of any breach or potential breach of this clause.

13.3 The Supplier shall indemnify the Contractor for any damages, fines or losses incurred as a result of the Supplier's failure to comply with this clause.

13.4 The Contractor reserves the right to terminate this agreement by written notice with immediate effect if the Supplier is in breach of, or suspected to be in breach of, this clause.

**JACKSON CIVIL ENGINEERING GROUP LIMITED AND SUBSIDIARY COMPANIES**  
**TERMS AND CONDITIONS FOR PLANT HIRE WITH OPERATORS**

**1 Interpretation**

In these terms and conditions the following expressions shall have the meanings shown:  
"Conditions" the terms and conditions of hire set out herein which shall supersede any previous agreement between the Company and the Supplier in relation to the matters dealt with in the Contract.  
"Contract" the order and the Conditions, any Documents which are attached or referred to in the Order  
"Documents" plans, photographs, models, patterns, samples, specifications, data and technical information and any other documents relating to the Plant and Operators whether written, oral or three-dimensional "Order" this order including all related Documents

**2 Basis of Hire**

The Order constitutes an offer by the Jackson Civil Engineering (the "Company") to hire the plant and ancillary equipment ("Plant") and employees, agents, staff, sub contractors or other personnel of the Supplier to operate the Plant ("Operators") both as specified overleaf from the person, firm or company to whom the Order is addressed (the "Supplier") for the hire period as specified overleaf, subject to the terms of the Contract.

**2.2** The Conditions shall govern, and be incorporated in, every contract or other course of dealings made or undertaken by the Company with the Supplier to the exclusion of any other express or implied terms and conditions on which any quotation has been given to the Company or subject to which the Order is accepted or purposed to be accepted by the Supplier, and any similar provision in the Supplier's terms and conditions shall be of no effect.

**2.3** The Contract may only be modified in writing signed on behalf of the Company by an authorised person and no other action on the part of the Company, whether by accepting the Plant and/or Operator hire or otherwise, shall be a variation of the Contract.

**3 Ordering Procedure and Orders**

**3.1** Any forecast of the Company's likely requirements, dates or frequency of Plant or Operator hire shall not be binding.

**3.2** No Order shall be binding on the Company unless and until it has been accepted in writing by the Supplier and bears the Company's order reference number. This Order shall be automatically withdrawn if the Supplier has not accepted it within 30 days of the date shown overleaf.

**3.3** The Supplier shall immediately inform the Company if the Supplier knows or believes that any Plant or Operator is not available, or is not likely to be available during all the hire period as specified overleaf. If the Plant or Operator required is not available the Company shall be entitled to cancel any Order placed without liability and without prejudice to any other right or remedy.

**3.4** The Supplier shall quote the Company's order reference number on all despatch or consignment notes, advice notes, invoices and any other documentation related to the Contract.

**4 Deliveries**

**4.1** All Plant and Operators shall be delivered to the premises at the date and time all as stated overleaf unless different details are notified to the Supplier and time shall be of the essence in respect of the Supplier's obligations. The Price (as defined in condition 6) shall include delivery, carriage, dismantling and assembly costs as necessary and insurance to the address stated on the Order or otherwise notified to the Supplier.

**4.2** The Plant shall be at the risk of the party noted overleaf from the time the Company signs a delivery note in respect of it until the Plant is made available for collection by the Supplier and the party at whose risk the Plant is held shall insure the Plant to its full replacement value during such period. As between the Company and the Supplier, the Plant shall be at the Supplier's risk at all other times. The Company accepts no responsibility for Plant delivered outside the arranged times.

**4.3** Each item of Plant ordered by the Company shall be delivered by the due date stipulated by the Company and time shall be of the essence of the Agreement. If any Order is only partially fulfilled by the agreed date, then the Company reserves the right, without prejudice to any other remedy, either to accept or reject the Plant delivered and, in either case, to cancel the Order in respect of the Plant that has not been delivered on time and to apportion the price accordingly.

**4.3** All Plant and Operators delivered must be accompanied by a despatch or consignment note quoting the Order reference number. A duplicate must be sent to the Company's address set out in the Order at the same time the Plant and/or Operators are delivered. Any indication by the Company on delivery that a consignment note accords with the consignment note shall not indicate that the Company has accepted the Plant or the Operators.

**4.4** If the Plant or Operators are to be delivered by instalments, the Contract will be treated as a single contract and not severable.

**4.5** The Company shall be entitled to reject any Plant or Operators not in accordance with the Contract.

**4.6** The Supplier shall provide the Plant and Operators in accordance with the Contract.

**4.7** All delivery operatives are to wear adequate and suitable PPE whilst carrying out their duties on all Jackson Civil Engineering sites.

A minimum standard of Personal Protective Equipment (PPE) shall consist of:

- 1) Safety Helmet conforming to BS5240 or BS EN397
- 2) Safety Footwear conforming to BS1870 Pt1 or BS EN345
- 3) High Visibility Waistcoat conforming to BS EN471 Class 2
- 4) Safety Eye Protection (minimum standard to EN166.IF)
- 5) Safety Gloves (minimum standard to EN388) (Marigold Px130 or similar)

Plant operators / delivery personnel will ensure that they are worn at all times whilst on the Contractor's sites. For avoidance of doubt these requirements are the minimum standard required, and the plant company will be required to supply suitable safety gloves and eye protection as identified by an approved risk assessment of the work to be undertaken. These requirements will be rigorously enforced and no action of the contractor will relieve the subcontractor of his obligations in respect of this clause.

All PPE must comply with Personal Protective Equipment (EC Directive) Regulations 1992. Failure to comply will result in no admission onto site.

**5 The Plant, Operators, Liability and Indemnity**

**5.1** The Supplier shall:

- (i) ensure that the Operators possess all necessary qualifications, licenses, permits, protective clothing and equipment in order to operate the Plant safely and in accordance with all legal requirements and good industry practice
- (ii) comply with and procure that the Operators comply with all instructions given by the Company's representatives from time to time and with the Company's Drugs and Alcohol Policy.
- (iii) advise the Company if any Plant requires the Company to take any special step or make any provision in order for it to comply with any statutory requirements
- (iv) replace any Operator or item of Plant within 24 hours of a request to do so by the Company provided that the Company shall not request such replacement vexatiously and in the event of a failure to do so, the Company may at the Supplier's cost obtain replacement Plant or Operators from elsewhere

(v) provide all information necessary to ensure that the Plant can be operated and used in a safe manner, to include without limitation a risk assessment, the manufacturer's recommended application, symptoms associated with effects of over-use and hazard data sheets, all at regular intervals and when reasonably requested to do so by the Company.

**5.2** The Supplier shall ensure that the Plant shall:

- (i) correspond as to description, specifications, quality, quantity and condition with the Contract
- (ii) be at all times safe to operate when used properly by the Company and in a good state of repair and suitable for the express and implied purpose for which it is supplied

(iii) be inspected and serviced at times convenient to the Company in a proper and workmanlike manner and in accordance with sound engineering practice and with recommendations of the manufacturer

(iv) at all times comply with all relevant legal requirements and any relevant British Standards and codes of practice.

**5.3** The Supplier shall (i) when required by the Company, provide all test certificates, logs and service schedules in respect of the Plant and (ii) in respect of hire of cranes and compressors, provide the latest copy of the test certificate or inspection report to the Company at the premises specified overleaf, copied to the Company's head office prior to delivery.

**5.4** The Supplier shall account to the Operators and the appropriate authorities for all the employment costs of the Operators including, but not limited to, salary, national insurance contributions, income tax, sick pay, holiday entitlement and other employee benefits.

**5.5** The Supplier shall be responsible for the acts and omissions of the Operators for the duration of the Contract and shall take out and maintain appropriate liability insurance to cover such acts and omissions. Except in the case of death or personal injury caused by its negligence, the Company's liability to the Supplier shall be limited to the level of its insurance cover.

**5.6** The Supplier will indemnify and keep indemnified the Company on demand against all claims, loss, costs, damage and expenses which it incurs or which are brought against the Company directly or indirectly as a result of or arising in connection with (a) the Operators or Plant not being delivered in accordance with and/or not being or performing in accordance with the Contract including but not limited to any sums paid under any contract under which the Company is engaged to execute or procure plant and/or works and/or any specifications, conditions of contract and documents of a similar nature prepared for any such plant and/or works ("Main Contract") which Main Contract may be inspected on reasonable notice at the address specified overleaf subject to the Company's right to withhold details of prices or any other confidential information and the Supplier shall be deemed to have read and understood the Main Contract and the Company's obligations under the Main Contract (b) any employment costs of the Operators (c) loss of or damage to the information (as defined in condition 10) which is at any time in the Supplier's possession or control.

**6 Price**

**6.1** The hire charges for the Plant and Operators shall be as stated overleaf (the "Price") and, unless otherwise stated shall be (i) exclusive of any applicable VAT (which shall be payable by the Company subject to receipt of a VAT invoice); and (ii) inclusive of all charges for packaging, delivery, collection, loading, unloading, carriage, insurance, all duties, taxes or levies (except VAT), dismantling and assembly required by the Company.

**6.2** The Company shall be entitled to the benefit of any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier, whether or not shown on its own terms and conditions of sale.

**7 Payment**

**7.1** The Supplier may invoice the Company with the Price either pro rata in arrears on the last day of each calendar month or at the end of the hire period as stated overleaf and each invoice shall quote the order reference number accompanied by a full detailed statement of the Plant and Operators and period of hire to which the same relates.

**7.2** The Company shall pay the price of the hire within the time as stated overleaf.

**7.3** The Company shall be entitled to set off against the price of the hire any sums owed to the Company by the Supplier.

**8 Termination**

**8.1** The Company shall be entitled to cancel the Contract in respect of all or part of the Order by giving written notice to the Supplier at any time. If the Company exercises this right of termination, the Company's sole liability shall be to pay the Supplier the reasonable direct costs incurred in connection with the cancellation of the Order and the Company shall not be liable to the Supplier for any loss of profit, business, contracts or revenues whether directly or indirectly arising from such termination.

**8.2** The Company shall be entitled to terminate all or part of the Contract with immediate effect by written notice if: (a) the Supplier becomes unable to pay its debts within the meaning of sections 123 or 268 of the Insolvency Act 1986 (as amended or re-enacted from time to time) passes a resolution for winding-up or has a petition for a winding-up or administration order presented in relation to it, or has a receiver, liquidator or administrator appointed over all or any part of its property or makes a proposal for a voluntary arrangement with its creditors or if any event analogous to any listed in this condition occurs to the Supplier in any other jurisdiction or if the Company reasonably apprehends that any of the events listed in this condition 8.2(a) or similar thereto is about to occur in relation to the Supplier (b) the Supplier commits a material breach of the Contract or any other contract between the Company and the Supplier and in the case of a remediable breach, fails to remedy the same within 30 days of a request to do so by the Company (c) the requirements of the Main Contract are varied or reduced or if the Main Contract is terminated.

In the event of termination under condition 8.2 the Company shall not be liable to the Supplier for any costs or damages as a result of such termination and if part only of the Contract is terminated, there shall be a pro rata reduction in the Price.

**9 Progress, Inspection and Testing**

**9.1** The representative(s) of the Company shall at all reasonable times be granted access to the premises of the Supplier for the purpose of inspecting the Plant and (where possible) witnessing or carrying out tests. Such representative shall have no authority to accept the Plant and any inspection shall not be an acceptance of the Plant. The exercise by the Company of its rights hereunder shall not absolve the Supplier from its obligations under the Contract.

**10 Ownership of Property**

**10.1** During the term of the Contract and after termination, except as required by law or by any relevant national or supranational regulatory authority, or to the extent that information has come into the public domain through no fault of the Supplier, the Supplier shall treat as strictly confidential all information and intellectual property rights provided by the Company to the Sub Contractor ("Information").

**11 General**

**11.1** Any notice given under the Contract shall be in writing addressed to the other party at its registered office, principal place of business or other address as may at the relevant time be notified.

**11.2** No waiver by the Company of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach or any other provision.

**11.3** The Supplier shall not assign, hold on trust or sub-contract any part of the Contract.

**11.4** If any provision of these Conditions is held to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract shall not be affected.

**11.5** If any dispute between the Company and the Supplier cannot be resolved amicably, at the Company's option, the matter shall be referred to adjudication in accordance with version 1.3 of the TeCSA rules for adjudication as such rules may be amended from time to time. If any dispute arises under the Contract concerning the same or substantially the same facts and matters as any dispute between the Company and any other person which has been referred to adjudication pursuant to Section 108 of the Housing Grants Construction and Regeneration Act 1996, the Company and the Sub Contractor agree that such dispute may be dealt with in the same adjudication proceedings.

**11.6** Neither party shall be liable to the other for any default under the Contract caused by war, fire, flood, riot, drought, governmental action or act of God ("Force Majeure Event") provided that the Supplier shall immediately inform the Company of the existence of any Force Majeure Event and the Company shall be entitled to cancel the Contract (or any part of it) without liability and without prejudice to its other rights and obligations where the Force Majeure Event subsists for a period of 10 days or more.

**11.7** The Supplier shall not without the prior written permission of the Company advertise or announce that it supplies Plant to the Company and shall discontinue any advertisement or announcement on demand.

**11.8** The Supplier will at all times insure and keep itself insured with a reputable insurance company in respect of all liability which it may incur to the Company under the Contract and in connection with the Plant and Operators and shall produce on request by the Company the policy of such insurance and the premium receipts.

**11.9** The Contract shall be governed by and construed in accordance with the laws of England and subject to the provisions of condition 11.5 the parties submit to the exclusive jurisdiction of the English Courts.

**11.10** Unless expressly provided, no express term of the Contract or any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

**11.11** If there is any conflict between the provisions of the documents comprising the Contract, the following shall prevail, in descending order of priority (i) any written contract negotiated and agreed between the parties (ii) the Order form overleaf (iii) the Documents (iv) the Conditions.

**11.12** All rights and obligations of the parties shall cease to have effect on termination of the Contract except where otherwise stated and provided that terminations shall not affect any accrued rights, remedies and obligations of the parties at the date of termination.

**JACKSON CIVIL ENGINEERING GROUP LIMITED AND SUBSIDIARY COMPANIES**  
**TERMS AND CONDITIONS FOR PLANT HIRE WITHOUT OPERATORS**

**1 Interpretation**

In these terms and conditions the following expressions shall have the meanings shown:

"Conditions" the terms and conditions of hire set out in this document and overleaf.

"Contract" the Order and the Conditions, any documents which are attached or referred to in the Order and any relevant quality programme of the Supplier which shall supersede previous agreement between the Company and the Supplier in relation to the matters dealt with in this Contract

"Documents" plans, photographs, models, patterns, samples, specifications, data, technical information and any other documents relating to the Plant, whether written or oral or three-dimensional

"Order" this order including all related Documents

**2 Basis of Hire**

**2.1** The Order constitutes an offer by Jackson Civil Engineering (the "Company") to hire plant and ancillary equipment as listed overleaf (the "Plant") from the person, firm or company to whom the Order is addressed (the "Supplier") for the hire period as specified overleaf subject to the terms of the Contract.

**2.2** The Conditions shall govern, and be incorporated in, every contract or other course of dealings made or undertaken by the Company with the Supplier to the exclusion of any other express or implied terms and conditions on which any quotation has been given to the Company or subject to which the Order is accepted or purported to be accepted by the Supplier, and any similar provision in the Supplier's terms and conditions shall be of no effect.

**2.3** The Contract may only be modified in writing signed on behalf of the Company by an authorised person and no other action on the part of the Company, whether by accepting the Plant hire or otherwise, shall be a variation of the Contract.

**3 Ordering Procedure and Orders**

**3.1** Any forecast of the Company's likely requirements, dates or frequency of Plant hire shall not be binding.

**3.2** No Order shall be binding on the Company unless and until it has been accepted in writing by the Supplier and bears the Company's order reference number. This Order shall be automatically withdrawn if the Supplier has not accepted it within 30 days of the date as stated overleaf.

**3.3** The Supplier shall immediately inform the Company if the Supplier knows or believes that any Plant is not available, or is not likely to be available during the hire period. In the event that the plant required is not available the Company shall be entitled to cancel any Order placed without liability and without prejudice to any other right or remedy.

**3.4** The Supplier shall quote the Company's order reference number on all despatch or consignment notes, advice notes, invoices and any other documentation related to the Contract.

**4 Deliveries**

**4.1** All Plant shall be delivered to the premises at the date and time all as stated overleaf unless different details are notified to the Supplier and time shall be of the essence in respect of the Supplier's obligations.

**4.2** The Plant shall be at the Company's risk from the time the Company signs a delivery note in respect of it until the Company makes the Plant available for collection by the Supplier. As between the Company and the Supplier, the Plant shall be at the Supplier's risk at all other times.

**4.3** Delivery shall be made by the Supplier at the dates and times specified in the Order or as arranged between the representatives of the Company and the Supplier. The Company accepts no responsibility for Plant delivered outside the arranged times.

**4.4** All Plant delivered must be accompanied by a despatch or consignment note quoting the Order reference number. A duplicate must be sent to the Company's address set out in the Order at the same time the Plant is delivered. Any indication by the Company on delivery that a consignment accords with the consignment note shall not indicate that the Company has accepted the Plant.

**4.5** If the Plant is to be delivered by instalments, the Contract will, unless the Company otherwise agrees in writing, be treated as a single contract and not severable.

**4.6** The Supplier shall provide the Plant in accordance with the Contract.

**4.7** The Company shall be entitled to reject any Plant not in accordance with the Contract.

**4.8** All delivery operatives are to wear adequate and suitable PPE whilst carrying out their duties on all Jackson Civil Engineering sites.

A minimum standard of Personal Protective Equipment (PPE) shall consist of:

- 1) Safety Helmet conforming to BS5240 or BS EN397
- 2) Safety Footwear conforming to BS1870 P1 or BS EN345
- 3) High Visibility Waistcoat conforming to BS EN471 Class 2
- 4) Safety Eye Protection (minimum standard to EN166.F)
- 5) Safety Gloves (minimum standard to EN388) (Marigold Px130 or similar)

Plant operators / delivery personnel will ensure that they are worn at all times whilst on the Contractor's sites. For avoidance of doubt these requirements are the minimum standard required, and the plant company will be required to supply suitable safety gloves and eye protection as identified by an approved risk assessment of the work to be undertaken. These requirements will be rigorously enforced and no action of the contractor will relieve the sub-contractor of his obligations in respect of this clause.

All PPE must comply with Personal Protective Equipment (EC Directive) Regulations 1992. Failure to comply will result in no admission onto site.

**5 The Plant, Liability and Indemnity**

**5.1** The Supplier shall ensure that the Plant shall:

- i. correspond as to description, specification, quality, quantity and condition with the Contract
- ii. be at all times safe to operate when properly used by the Company in a good state of repair and suitable for the express and implied purpose task for which it is supplied.

iii. at all times conform with all relevant legal requirements

iv. be inspected and serviced at times convenient to the Company in a proper and workmanlike manner and in accordance with the instructions of the manufacturer.

**5.2** The Supplier shall provide copies of all test certificates, logs, inspection reports and service schedules in respect of the Plant at the premises as specified overleaf, and shall provide copies to the Company's head office prior to delivery.

**5.3** The Supplier will indemnify and keep indemnified the Company on demand against all claims, loss, costs, damage and expenses which it incurs or which are brought against the Company directly or indirectly as a result of or arising in connection with (a) the Plant not being delivered in accordance with and/or not being or performance in accordance with the Contract including but not limited to any sums paid under any contract under which the Company is engaged to procure plant and/or works and/or any specifications, conditions of contract and documents of a similar nature prepared for any such plant and/or works ("Main Contract") which Main Contract may be inspected on reasonable notice at the address as specified overleaf (subject to the Company's right to withhold details of prices or any other confidential information (b) loss or damage to Information (as defined in condition 10) which is at the time in the Supplier's possession or control.

**5.4** The Supplier shall provide the Company with information concerning any dangerous property associated with the Plant likely to be encountered as a result of the use for which it is being supplied, including an assessment of its risk including the manufacturer's recommended application and symptoms associated with effects of over-use, together with the controls and safety procedures that are required for its use and hazard data sheets. Such information shall be provided at regular intervals and when reasonably required by the Company.

**6 Price**

**6.1** The hire charges for the Plant shall be as stated overleaf (the "Price") and, unless otherwise stated shall be (i) exclusive of any applicable VAT (which shall be payable by the Company subject to receipt of a VAT invoice) and (ii) inclusive of all charges for packaging, delivery, collection, loading and unloading, carriage, insurance all duties, taxes or levies (except VAT) and dismantling and assembly required by the Company.

**6.2** The Company shall be entitled to the benefit of any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier, whether or not shown on its own terms and conditions of sale.

**7 Payment**

**7.1** The Supplier may invoice the Company with the Price either pro rata in arrears on the last day of each calendar month or at the end of the hire period as stated overleaf and each invoice shall quote the order reference number accompanied by a detailed statement of the Plant and Operators and period of hire to which the same relates.

**7.2** The Company shall pay the price of the plant hire within the time stated overleaf.

**8 Termination**

**8.1** The Company shall be entitled to cancel the Contract in respect of all or part of the Order by giving written notice to the Supplier at any time. If the Company exercises this right of termination, the Company's sole liability shall be to pay the Supplier the reasonable direct costs incurred in connection with the cancellation of the order and the Company shall not be liable to the Supplier for any loss of profit, business, contracts or revenues whether directly or indirectly arising from such termination.

**8.2** The Company shall be entitled to terminate all or part of the Contract with immediate effect by written notice if (a) the Supplier becomes unable to pay its debts within the meaning of sections 123 or 268 of the Insolvency Act 1986 (as amended or re-enacted from time to time) passes a resolution for winding-up or has a petition for a winding-up or administration order presented in relation to it, or has a receiver, liquidator or administrator appointed over all or any part of its property or makes a proposal for a voluntary arrangement with its creditors or if any event analogous to any listed in this condition 8.2(a) occurs to the Supplier in any other jurisdiction or if the Company reasonably apprehends that any of the events listed in this condition 8.2(a) or similar thereto is about to occur in relation to the Supplier (b) if the Supplier commits a material breach of the Contract or any other contract between the Company and the Supplier and in the case of a breach which is capable of remedy, fails to remedy the same within 30 days of a request to do so by the Company (c) if the requirements of the Main Contract are varied or reduced or if the Main Contract is terminated.

**8.3** If the Contract is terminated under condition 8.2 the Company shall not be liable to the Supplier for any costs or damages as a result of such termination. If part only of the Contract is terminated under there shall be a pro rata reduction in the Price.

**9 Progress, Inspection and Testing**

**9.1** The representative(s) of the Company shall at all reasonable times be granted access to the premises of the Supplier for the purpose of inspecting the Plant and (where possible) witnessing or carrying out tests. Such representative shall have no authority to accept the plant and any inspection shall not be an acceptance of the Plant. The exercise by the Company of its rights hereunder shall not absolve the Supplier from its obligations under the Contract.

**9.2** The Supplier shall take all reasonable steps (including but not limited to examination, testing and researching) to ensure that the Plant is safe and does not pose a risk to the health of any persons who work on, use, acquire or otherwise come in contact with the Plant.

**10 Ownership of Property**

**10.1** During the term of this Contract and after termination, except as required by law or by any relevant national or supranational regulatory authority, or to the extent that information has come into the public domain through no fault of the Supplier, the Supplier shall treat as strictly confidential all information and intellectual property rights provided to it by the Company (the "Information").

**11 General**

**11.1** Any notice given by either party under the Contract shall be in writing addressed to the other party at its registered office, principal place of business or such other address as be notified.

**11.2** No waiver by the Company of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach or any other provision.

**11.3** The Supplier shall not assign, hold on trust or sub-contract any part of the Contract.

**11.4** If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provisions in question shall not be affected.

**11.5** If any dispute between the Company and the Supplier cannot be resolved amicably, at the Company's option, the matter shall be referred to an appropriate professional body for adjudication in accordance with version 1.3 of the TeCSA rules for adjudication as such rules may be amended from time to time. If any dispute arises under the Contract concerning the same or substantially the same facts and matters as any dispute between the Company and any other person which has been referred to adjudication pursuant to Section 108 of the Housing Grants Construction and Regeneration Act 1996, the Company and the Sub Contractor agree that such dispute may be dealt with in the same adjudication proceedings.

**11.6** Neither party shall be liable to the other for any default under this Contract caused by war, fire, flood, riot, drought, governmental action or act of God ("Force Majeure Event") provided that the Supplier shall immediately inform the Company of the existence of any Force Majeure Event and the Company shall be entitled to cancel the Order (or any part of it) without liability and without prejudice to its other rights and obligations where the Force Majeure Event subsists for a period of 10 days or more.

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**11.8** The Supplier will at all times insure and keep itself insured with a reputable insurance company in respect of all liability which it may incur to the Company under Contract and in connection with the Plant and shall produce on request by the Company the policy of such insurance and the premium receipts.

**11.9** The Contract shall be governed by and construed in accordance with the laws of England and subject to the provisions of condition 11.5 the parties submit to the exclusive jurisdiction of the English Courts.

**11.10** Unless expressly provided, no express term of the Contract or any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

**11.11** If there is any conflict between the provisions of the documents comprising the Contract, the following shall prevail, in descending order of priority (i) any written contract negotiated and agreed between the parties (ii) the Order form overleaf (iii) the Documents (iv) the Conditions.

**11.12** All rights and obligations of the parties shall cease to have effect on termination of the Contract except where otherwise stated and provided that terminations shall not affect any accrued rights, remedies and obligations of the parties at the date of termination.