



LIMITED

HEAVY DUTY JACKING SYSTEMS

**Hydra House
Bishops Frome
Worcestershire
UK - WR6 5BP**

Tel: +44 (0) 1885 490405
Fax: +44 (0) 1885 490710
e-mail: sales@jacking.biz
web: www.hydra-jacks.com

General Terms and Conditions for Temporary Propping Services (Scheme Specific Assumptions and Limitations)

Design and supply

In the preparation and the assessment of this proposal the following assumption and limitations have been made:

1. The design of the support system has been based on information provided by the client as contained within the enquiry and as referred to in our offer. In the event that this information is limited, assumptions will have been made in the preparation of the scheme that are listed below: The client should ensure that any information that has been provided to Hydra Capsule Limited has been correctly interpreted and that any assumptions that have been made are valid. Hydra Capsule Limited will not accept responsibility should the proposed scheme prove to be unsuitable due to us having received an incomplete design brief.
2. Should the scheme impose loads onto an existing structure then it is the client's responsibility to check that the structure is capable of sustaining those loads. Hydra Capsule Limited will not accept responsibility should the proposed scheme prove to be unsuitable due to the existing structure being incapable of sustaining the imposed loads.
3. Unless stated otherwise our offer excludes the design and supply of the following:
 - Suitable foundations capable of withstanding the imposed loads from our equipment without undue settlement or deformation.
 - Holding down bolts (where applicable)
 - Grout to interfaces with head and base plates (where applicable)
 - Decking or vertical panelling (where applicable)
4. Should a formal technical approval procedure and design check be required then this requirement should be clearly indicated in the enquiry and if not, then Hydra Capsule Limited reserve the right to raise additional charges for their provision.
5. Hydra Capsule Limited proposals are based on proprietary equipment, the properties and capacities of which have been established by internal Hydra Capsule Limited engineering procedures. In certain cases approval may be necessary for departures from current design standards.
6. The quoted transport charges assume the optimum use of [2] vehicle. Should their use not be possible due to specific phasing of the works or access restrictions of which we were not notified at the time of our offer then additional transport charges may be raised.
7. Hire charges are deemed to commence on the arrival of equipment on site and cease on the removal of equipment from site whilst always being subject to the minimum hire period stated in the offer. Any deviation away from this stipulation must be by prior agreement and furthermore, should delivery of equipment be postponed or delayed from agreed dates then we reserve the right to seek reimbursement for loss of hire and opportunity.
8. An area suitable to assemble the equipment ready to lift into position must be available.



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Installation and Removal

The quoted prices for installation and removal of the support system assume the following:

1. Installation is to be carried out in an uninterrupted visit to site and assumes normal weekday, daytime working unless otherwise stated below. (8.00am to 5.00pm)
2. Removal is also to be carried out in one uninterrupted visit to site and assumes normal weekday, daytime working unless otherwise stated below. (8.00am to 5.00pm)
3. No adjustments or modifications to the system after handover are to be made without prior consultation with and agreement from Hydra Capsule Limited.
4. Periodic inspections or monitoring of the support system are not included and are assumed therefore to be the responsibility of others, if required.
5. Craneage as follows:

Hydra Capsule Limited to supply suitable plant (chain and block) on this project if required

In addition to the provisions listed under Facilities and Attendances – General the items below are assumed to be provided by others for our use during the installation and for the period stated. These items are also assumed to be provided during removal.

6. Suitable area(s) will be provided for our exclusive use immediately adjacent to the work location for the delivery, storage and pre-assembly of our equipment, approx 10m x 10m.
7. A minimum of 5 business days is to be given prior to both initial and phase mobilisations.
8. Suitable access and hard standing will be provided for our exclusive use for any cranes, lifting and handling equipment as described below with due regard for loads from outriggers.
9. Access scaffolding is to be provided by others if so required on this project.



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Sub Contracts

The Terms and Conditions on the reverse side of the introductory letter pertain in the main to Hire and Sales Orders. Should we be required to enter into a Sub-Contract then certain clauses would require incorporation into the agreement and in addition the following should be taken into account:

1. Whilst this offer may have been made in response to your written enquiry it should not be construed that it is bound to either the conditions of subcontract contained within the enquiry or the main contract conditions, unless specifically agreed in writing.
2. Hydra Capsule Limited are prepared to enter into Sub-Contract Agreements provided that we are notified of this requirement in your initial enquiry and that the Sub-Contract Agreement is based on a Standard Form of Contract that fully complies with the Housing Grants and Regeneration Act 1996.
3. Hydra Capsule Limited do not accept cross-contract set off under any circumstance.
4. Hydra Capsule Limited do not accept the withholding of retention monies, which we maintain is not appropriate to the design, supply and installation of temporary works.
5. Unless otherwise stated our offer does not include for the provision of a Performance Bond or a Parent Company Guarantee.
6. Hydra Capsule Limited are willing to accept liability for Liquidated and Ascertained Damages provided that our liability is limited, in total to no more than 10% of the value of the Sub-Contract.
7. For the purposes of the insurance of our equipment, which is incorporated in the whole or part of the sub-contract works, that equipment shall be at the risk of the Main Contractor upon hand over of the whole or part of the sub-contract works. For the avoidance of doubt the sub-contract works constitute temporary works.
8. Hydra Capsule Limited are prepared to comply with the Main Contractor's programme provided that the programme is received at or prior to the pre-contract meeting, that it is reasonable and that it is agreed. Changes to the programme should be notified in writing and in sufficient time as to enable the re-allocation of resources, otherwise costs may be incurred that we shall seek to recover.
9. The value of additionally instructed works is to be assessed using like rates based on our offer including as appropriate the additional costs of mobilisation. In the absence of like or analogous rates then they will be charged in accordance with our schedule of Daywork Rates (attached below).

Please note

The above excludes foundation plinth, Earth Bonding, design charges, foundations (presumably client to provide).

All of these are not allowed for in the above pricing and would be subject to additional charges to be negotiated at the award of the contract.

The rates are subject to Hydra Capsule Limited Terms and Conditions of Hire and Sale, are for the supply of equipment only and exclude transport and VAT. Hydra Capsule Limited reserves the right to amend these rates, subject to receipt of your full design brief.