

CONDITIONS OF SALE

TO BE READ IN CONJUNCTION WITH RHA CONDITIONS OF CARRIAGE (2009)

Definitions

The Company – Means David Stanley Transport Ltd, any sister company, subsidiary company or a third party haulier directly appointed by David Stanley Transport Ltd.

The Hirer – Means any person, company or individual who makes a booking with the Company to hire a vehicle for the purposes of moving tangible property or person to assist with any movement

Basic Lifts (Lorry Mounted Crane):-

For Basic lifts involving no identified hazards or obstructions, David Stanley Transport will supply a Basic lift plan and method statement prepared by an Appointed Person for repetitive lifts on and off the lorry of various items using a lorry mounted crane, detailing the lift process but not containing any site specific information. No Appointed Person from David Stanley Transport will have visited site prior to the lift taking place.

Intermediate, Complex & Contract Lift's (Lorry Mounted Crane or Mobile Crane):-

Supplied when specifically asked for by the Hirer or additional hazards have been identified on site.

David Stanley Transport takes full responsibility for the planning and carrying out of the lifting operation. The Hirer has a legal duty to supply information on the ground conditions including any underground services, voids or soft ground that may affect the stability of the lorry or crane and its wheels or stabilisers. Non-standard lifts may require site visits, Appointed Persons, Slinger signallers supplied by David Stanley Transport. Each project/lift will be assessed individually.

Crane Hire only (Lorry Mounted Crane):-

Supplied when the Hirer is planning the lift.

The Hirer is responsible for all aspects of the lifting operation, including the planning, carrying out risk assessments and writing method statements. The Company will supply technical information on the lifting capabilities and the specifications of the lorry loader only. Lifts should only be planned and undertaken by companies/persons that have sufficient knowledge, experience and understanding of the type of lifting operation to be carried out and the lifting equipment that performs it. The Company accepts no responsibility if the Hirer fails to correctly specify the correct Lorry Loader for the lift and should a different Lorry Loader be required this will come at an additional cost to the Hirer.

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All Day Hire: -

The below is a summary of what is included in our all day hire unless otherwise agreed in writing.

- 1) We will supply a suitable vehicle, fitted with remote controlled Lorry mounted crane with a fully trained and certified operator, who can carry out basic site installations to your depot or any other local, pre-defined collection site.
- 2) 8 hours work minus any legal driving/rest breaks.
- 3) Mileage is unlimited
- 4) Vehicle to finish unloaded, within the 8 hour hire period and within a 30 mile radius of the hiring depot or our Coalville depot.
- 5) No refund will be offered for any vehicle finishing within the 8 hour hire period.
- 6) After 8 hours, overtime will be charged per hour until the vehicle reaches the 30 mile radius.
- 7) In the unlikely event of a breakdown, we will do whatever possible to find a replacement vehicle to complete the allocated work, If none are available we will offer a refund based on the percentage of the work carried out.

Cancellation Policy: -

All bookings are subject to our cancellation policy. All bookings from non-account customers will require full payment seven days prior to the proposed job date or at the time of booking if it is booked within seven days of the proposed job date. All bookings from Account Customers must be paid in line with the terms agreed at the time of opening the account.

Any booking cancelled 48 hours before the booking date will be refunded in full.

Any booking cancelled before 12pm the day before the job will be charged at 50% of the booking price + VAT.

Any booking cancelled after 12pm the day before the job 100% of the booking will be charged + VAT.

If we attend site but cannot complete the job for any reason, including high wind speed 100% of the booking fee will be charged + VAT.

Waiting Time: -

All bookings are priced based on loading or unloading being completed within one of hour of arrival on site.

Should there be a delay on loading or unloading David Stanley Transport will charge the Hirer waiting time, per hour or part of. It is the Hirer's responsibility to ensure that access and egress to site are suitable for the equipment that has been booked. Any delay in entering or leaving a site where access is not suitable will be liable to waiting time and also cancellation charges, should the job fail to go ahead due to not being able to access the load or site. Waiting in line to be loaded at sites and factories will be liable to waiting time.

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Site Conditions: -

It is the Hirer's responsibility to meet and escort The Company's Vehicle to and from the site entrance to the lifting area. The Company accepts no responsibility for damage to site ground or property while travelling on and off site. The hirer also agrees to pay for any recovery costs arising from The Company's vehicle becoming stuck in soft or unsuitable ground

Loss or Damage to Goods being Transported or Lifted.

All claims for damage must be made within 7 days of the alleged event.

The Company accepts responsibility for the loss or damage to goods being lifted to a maximum of **£30,000** per lift, excluding scratching or bruising, the Hirer being responsible for the first £100 of each and every claim. The Company accepts no responsibility for: -

- Any loss or damage caused or contributed to by any defect in the property being handled, or by the application of slings, hooks or any other lifting equipment required.
- Any loss or damage to brittle objects.
- Any loss or damage caused by tree branches overhanging the highway.
- Any loss or damage caused by loads not being fit for transport or containing loose items.

Slings: -

- It is the responsibility of the Hirer to notify us of any specific lifting requirements. The Company will supply their standard selection of slings and no responsibility is accepted for loss or delay if these are found to be unsuitable for the purpose required.
- The Company accepts no responsibility for damage caused by lifting accessories while slinging a load

Consequential Damage: -

The Company accepts no responsibility whatsoever for:

- (i) Any consequential loss due to or arising out of any breakdown, stoppage, delay, detention or non-arrival of the vehicle through whatsoever or due to or arising out of any defect whatsoever with the vehicle or load.
- (ii) Any damage to property beneath the wheels or to any overhead obstruction.