

Kingwell Holdings Ltd.  
Cordons Farm Depot  
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#### Kingwell Standard Terms and Conditions 05.03.22

**Contractors Plant-Hire Association (CPA) Conditions also apply.**

**Site-specific Risk and Method Statements (RAMS) may also apply.**

**Other caveats may also apply.**

**You are agreeing to the following terms and conditions below. Please contact us in writing if you have any queries or require more information regarding any of the terms below.**

- 1. The Service Provider shall be known as "Kingwell"** and describes the following: Kingwell Holdings Ltd. Burnwell Incinerators Ltd. KHL Plant & Machinery Ltd. RGL Forestry Ltd. GCK Treeworks Ltd. or any company under the control of the above, it's employees or sub-contractors and any employees or sub-contractors working for these companies.
- 2. Client or Hirer:** Any person, persons, company, contractor, business, charity, entity, or organisation hiring or issuing contract/sub-contract or instruction (written or verbal) for works to be carried out, Plant and Equipment hire, contract, sub-contract services or any type of commercial involvement with Kingwell.
- 3. Plant and Equipment:** Any machine, vehicle, trailer, or mechanical device operated by Kingwell to carry out the works.
- 4. Access:** Any place used to gain entry or access to the site, including approach roads, highway entrances, gates, bridges, and other structures.
- 5. Risk and Method Statement (RAMS).** The description and method of the works to be carried out.
- 6. Price, Rates or Quotation:** Any e-mail, document, attachment, text message or other communication that can be printed onto paper describing the works, risk and method statement, charges, or costs.
- 7. Site:** Any place or location of works, including any access points or any land and structures affected by the works.
- 8. Additional or supplementary terms:** Any specific clause or condition supplied with a quotation, estimate or hire describing additional requirements to those included in the Standard Terms and Conditions.
- 9. Works:** Any operation involving employees, Plant and Equipment, machinery, sub-contractors or other Plant and Equipment employed and deployed by Kingwell.
- 10. Maximum period of contract (if Client or Hirer is not a Limited Company).** If the Client or Hirer is an individual or partnership (including an unincorporated body of persons) and not a Limited Company, then the contract will terminate not later than 3 months from the commencing date. In which circumstances the Client or Hirer shall on eve of the last day of the 3 months restore the Plant and Equipment to Kingwell. Plant and Equipment not restored to Kingwell will be subject to continuing charges until it is returned.
- 11. Extent of contract.** The contract commences when instructions have been received from the Client or Hirer and are accepted by Kingwell and terminate when all parties have discharged their contractual obligations. The Plant and Equipment is hired out subject to the terms set out here and elsewhere. Construction Plant-Hire Association (CPA) terms also apply. All terms whatsoever from the Client or Hirer other than those expressly set forth herein are hereby excluded.
- 12. Price, estimate or quotation.** When instructing works or hire to carried out, the Client or Hirer accepts the price, lump-sum price, estimate, hire rate or quotation, as well as the conditions set out here and any additional conditions or terms relevant to the site or works which will be supplied with the quotation. Day rates cannot be used to break down and reduce any lump-sum or priced or fixed-price or estimated works.
- 13. Day and weekly hire definitions.** One day's hire is a minimum of 8 or 9 hours – depending on the Plant and Equipment supplied. Part days will be charged to the Client or Hirer at the full day rate, unless by prior written agreement with Kingwell before the start of the works. (In the case of an Air Curtain Incinerator, the minimum hire period is 5 days and the maximum hours of work permitted within this period is 50 hours). The Client or Hirer will pay the hire charges stated which will commence from the time of delivery and continue until the Plant and Equipment is restored to Kingwell in a clean and serviceable condition. All charges are payable on demand. All time is chargeable, i.e., including night working, Saturday, Sunday, Bank Holidays, etc.
- 14. Invoice queries or disputes.** Any invoice query or dispute not raised in writing within 7 days from the date of the invoice will be deemed correct and payable within 30 days from the date of the invoice. Kingwell reserves the right to change terms and conditions, price, and any additional terms without prior notification.
- 15. Payment terms.** Our terms of settlement are 30 days from invoice date, unless previously agreed in writing. Late payments may incur an interest charge of 1.5% per week to be added to all overdue payments.
- 16. Additional charges.** Hire charges do not include carriage and any expenses incurred by Kingwell in delivering, recovering, de-bogging or retrieving in any way the Plant and Equipment or attempting the above and these charges will be paid by the Client or Hirer. Where carriage charges are quoted by Kingwell such charges will include a maximum of 30 minutes attendance by the transport vehicle at the address specified by Client or Hirer. Any costs incurred by further waiting time will be paid for by the Client or Hirer.
- 17. Cancellation, delay, or termination charges.** Any cancellation, delay or alteration must be made in writing to Kingwell not less than 48 hours before commencement of the works or additional charges may apply.
- 18. Additional works.** Any extra works to that agreed in writing at the commencement of the works with Kingwell may incur additional charges to the Client or Hirer unless agreed in writing beforehand.
- 19. Responsibilities of persons signing.** The person signing the contract or operator timesheets, or other instruction warrants that he has authority of the Client or Hirer to make this contract on the Client or Hirer's behalf. The said person hereby indemnifies Kingwell against all losses and costs that may be incurred by Kingwell if this is not so. The said person hereby acknowledges that he has been instructed in the operation and use of the Plant and Equipment. The said person and the Client or Hirer jointly and severally hereby undertake to ensure that no one uses the Plant and Equipment who is not properly instructed and shall not allow the Plant and Equipment to be misused.
- 20. Delivery in good order and condition.** Plant and Equipment will be deemed to have been delivered in good working order and wholly free from damage at the time of delivery unless any damage or defects have been identified, recorded with photographs, and notified to Kingwell at the time of delivery.
- 21. Responsibility of client or hirer for loading and unloading.** The Client or Hirer shall be responsible for loading and unloading the Plant and Equipment at the address specified by the Client or Hirer and likewise at any Kingwell premises when transported by the Client or Hirer, or his agent, and any person supplied by Kingwell shall be deemed to be an employee of the Client or Hirer at such times.
- 22. Additional client or hirers responsibilities.** The Client or Hirer's responsibility commences on receipt of the Plant and Equipment or on delivery as requested and ends when the Client or Hirer has issued and received acknowledgement of an off-hire notice in writing to Kingwell for the Plant and Equipment. The Client or Hirer agrees that he will not sell or otherwise part with control of the Plant and Equipment. Security for unattended periods

is the responsibility of the Client or Hirer and any loss and/or damage will be charged to the Client or Hirer. For example (but not limited to): Any damage caused to Plant and Equipment and any theft of fuel, lubricants, tools or other items from the Plant and Equipment during unattended periods on site are chargeable to the Client or Hirer.

23. **Insurance.** The Client or Hirer should have adequate insurance to cover the works and adequate hired-in plant cover for any Plant and Equipment, including loss of hire. All damage caused to non-operated Plant and Equipment is chargeable to the Client or Hirer – including loss of hire up until the Plant and Equipment is repaired back to the condition that it was delivered in or replaced, in the event of a total loss.
24. **Materials on site.** Theft, arson, damage, and any other type of de-grading condition of stored materials such as (but not limited to) timber stacks, stockpiles of woodchip, mulch or bales is the responsibility of the Client or Hirer.
25. **Services and additional site requirements.** Any work near services will be carried out at the discretion of Kingwell. Signage, setting out, road sweeping, welfare, identifying, locating and protection of services, site fencing, surface water management and any other additional resources or services required to facilitate the works, that are not described in our submission are at the cost of the Client or Hirer unless by prior written agreement with Kingwell.
26. **Client or Hirers responsibilities for third parties.** The Client or Hirer shall at all times and in all respects indemnify Kingwell against and from any and every expense, liability, loss, claim or proceeding whatsoever in respect of any personal injury whatsoever (including but without prejudice to the generality of the foregoing, injury to the Client or Hirer (if the same is possible) and injury to any servant, employee or agent of the Client or Hirer and in respect of damage to any property whatsoever (including the Plant and Equipment) arising out of or in connection with or consequent upon the hire, delivery, use, misuse, non-use, repossession, collection, return or non-return of the Plant and Equipment or any part thereof.
27. **Electrical plant and equipment.** Where the Plant and Equipment comprises electrical Plant and Equipment in part or in whole the same should normally be used with plugs and or sockets as fitted but if temporarily replaced with other suitable plugs or sockets, this must be carried out by a competent person who must also reinstate to original condition. Under no circumstances should electrical Plant and Equipment be used without it being correctly earthed unless it is of double insulated construction.
28. **Maintenance of plant and equipment and breakdown procedures.** The Client or Hirer shall keep himself acquainted with the state and condition of the Plant and Equipment and ensure that it remains safe, serviceable, and clean. Any breakdown or any unsatisfactory working of Plant and Equipment must be immediately notified in writing to Kingwell. Under no circumstances shall the Client or Hirer repair or attempt to repair the Plant and Equipment unless authorised in writing by Kingwell. Such Plant and Equipment must be returned to Kingwell premises for examination or when rectification elsewhere is requested, the Client or Hirer agrees to pay carriage or transport costs if required by Kingwell.
29. **Removal of plant and equipment.** Plant and Equipment must not be removed from the site specified by the Client or Hirer when the Plant and Equipment was delivered, without the written authority of Kingwell.
30. **Services.** You must notify Kingwell, using drawings or in writing, of the exact location and type of any services on the site. Kingwell cannot accept responsibility for any damage or losses caused by the failure of the Client or Hirer to do so. Permits to dig, trial pits, overhead protection, below ground services protection and services maps or drawings will be required at all times.
31. **Measurement.** All measurement of area is to be actual measurement, not by plan view. Any re-measurement costs are the responsibility of the Client or Hirer.
32. **Consequential losses.** Kingwell shall not be liable for any consequential expense, liability, loss, claim or proceeding, whatsoever caused by, or, arising out of, the late delivery, non-delivery, unsuitability or repossession of the Plant and Equipment, or any thereof or any breakdown, or stoppage of same.
33. **Indemnity for lost, stolen or damaged plant and equipment.** The Client or Hirer agrees either to insure the Plant and Equipment against loss, theft, or damage beyond economic repair on a new for old basis or to indemnify Kingwell fully to a similar amount. All monies received by the Client or Hirer from an insurance company or from any other source in settlement of any and all such claims shall be held in trust by the Client or Hirer and paid to Kingwell immediately on demand. The Client or Hirer shall not compromise any claim without the agreement and written authority of Kingwell.
34. **Lost, stolen, non-returned, damaged, or unclean plant and equipment.** When the Plant and Equipment is lost, stolen, or cannot be retrieved by Kingwell, the hire will be deemed to end when the Client or Hirer pays to Kingwell the replacement price. The Client or Hirer agrees to pay to Kingwell all costs incurred by Kingwell in rectifying the condition of the Plant and Equipment returned damaged or unclean. Hire charges will continue until such rectification is complete.
35. **Termination of hire.** Kingwell shall be entitled at any time and for any reason whatsoever, without explanation, to terminate this contract (such termination to be effective immediately) and to repossess the Plant and Equipment or any part thereof.
36. **Rights of access.** The Client or Hirer hereby authorises Kingwell to enter upon any premises, site or location wherein Kingwell reasonably believes any Plant and Equipment, or any part thereof to be and if and in so far as Kingwell in their absolute discretion deems necessary, to inspect, test, repair, replace or repossess the same.
37. **Site safety, risks, and methods of working.** The Client or Hirer should ensure that the site is safe for any works to be carried out, prior to the works commencing. The Client or Hirer should ensure that access is suitable for entry and exit of Plant and Equipment to the site. Any representative of the Client or Hirer should be fully trained and competent in any role which they may have during the works. Method of the works will only be in accordance with the agreed method statement. Kingwell reserves the right to modify or refuse any instruction that is considered a danger to our employees, site, third parties or Plant and Equipment, or to stop any works, if conditions change and the site becomes unsafe.
38. **When works cannot be carried out.** If works or hire cannot be started or completed or are delayed due to factors beyond the control of Kingwell, charges may be made to include, (but not limited to), standing time, transport costs, operator's wages.
39. **Standing time.** Charges apply after 1 hour and will be 60% of the hire rate.
40. **Site conditions.** In most cases, due to the size and type of Plant and Equipment, ground damage will be caused. Kingwell accepts no responsibility for this but will make all reasonable efforts to minimise damage caused during the works. Ground settlement or erosion may occur after works. Kingwell accepts no responsibility for this. All works on gradients or soft ground is at the discretion of Kingwell. Re-instatement of works and site and clearing away of debris is not included, unless by prior written agreement with Kingwell. The Client or Hirer should take precautions to protect vulnerable items and structures from Plant and Equipment operations and flying debris. Metal, concrete or rock or other contamination in material may prevent works being completed. Damage caused to Plant and Equipment by this will be charged to the Client or Hirer at cost plus 12.5%.
41. **Site hazards.** Any contaminated materials, toxic substances, noxious plants, dangerous chemicals, explosives, dangerous compounds, unsafe structures, voids, and anything else that may cause a risk to Plant and Equipment or Kingwell operators or third parties must be identified and made safe, prior to any works commencing.
42. **Performance, specification, and results.** Promotional material, brochures, electronic documents, social media posts, online videos, or pictures, etc. do not guarantee or infer works specification, performance criteria, or any specifications of the Plant and Equipment described within. These terms and conditions and any additional site-specific terms and conditions supplied with any communication, estimate or quotation can only be superseded by prior written agreement with Kingwell.
43. **Legality.** All relevant and appropriate legal permissions, as well as all ecological, planning, and environmental permissions and constraints/measures etc. must be in place prior to works commencing and Kingwell will accept no legal liability for the failure of the Client or Hirer to put these in place at the time of instruction to carry out works.
44. **Rights of Kingwell.** At all times, we reserve the rights to change, alter modify, add to, or delete in any way the terms and conditions described here or elsewhere.

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