

## **Terms & Conditions for Gritting Services**

### **Definitions**

- We/our/us – Neil Williams Haulage Ltd
- Customer – Person, Firm or Company or other Party receiving Gritting Services
- On-site – Construction site or other facility other than the public highway where Gritting operations are to take place
- Services – Any Gritting activity detailed on the job quotation / specification

### **General**

- Where the agreed service is to be charged at an hourly rate, chargeable hours will commence when the Gritting vehicle leaves our Mayfield depot and will conclude upon its return.
- For contracts not charged at an hourly rate the agreed scope of work and charging arrangements will be confirmed by quotation at the outset of the contract.
- If no representative of the customer is available on site to sign any ticket or electronic device confirming receipt of goods or service, the customer will be invoiced without signature. We will not accept invoice queries for lack of signature.
- Payment terms are strictly 30 days from date of invoice. We reserve the right to apply late payment interest if the invoice is not settled in that time at a rate 5% above Bank of Scotland Base Rate.

### **Liability**

- We will not be liable for and the customer shall indemnify us against all claims and costs arising from any environmental pollution / contamination resulting or arising from the Services.
- We will not be liable for and the customer will indemnify us against all claims arising from damage caused to roads, kerbs, manhole covers etc or services and utilities caused by the travelling, placement or operating of gritting vehicles.
- Where the Gritting Services are to take place outwith the Public Highway, the customer shall be responsible for ensuring ground conditions are suitable and capable of withstanding ground pressure exerted by gritting vehicles.
- Temperature measurements and forecasts for determining Gritting activity will be taken from the Met Office forecast at 1700hrs each day.
- We do not accept any responsibility for the accuracy of the Met Office forecast
- We shall not be liable for any property damage, personal injury or death whatsoever arising from the provision of Gritting Services or the standard of such Service howsoever caused. Except, in respect of bodily injury or death, in so far as such injury or death is caused by the negligence of the company or its servants or agents.
- We shall not be liable to the customer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise) costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.