



## TERMS AND CONDITIONS

- I/We understand that payment becomes due strictly 30 days from Invoice Date, unless agreed otherwise in writing by a director of A R Banks Limited. Credit facilities are subject to status. Should monthly credit limits be exceeded, a payment will be made forthwith to bring the account within the set limit before further goods or services can be obtained.
- We reserve the right to charge interest, late payment compensation and both internal and external debt recovery costs as outlined in The Late Payment of Commercial Debts (interest) Act 1998 (as subsequently amended) on the amount(s) overdue.

If you do not pay our invoices on time, we reserve the right to stop working for you and to charge you for the full amount of work we have done for you. Further, in the event of non-payment or late payment, we reserve the right to withdraw credit facilities after which, all amounts outstanding will become due for payment irrespective of the due date.

- If payment is not remitted by you in line with the agreed payment terms, then interest, late payment compensation and internal and external debt recovery costs may be charged in terms of the *Late Payment of Commercial Debts (Interest) Act 1998*. (as subsequently amended) Further to that you agree that all reasonably incurred costs in pursuing you for the debt, whether professional or otherwise, will be payable by you.
  - These Terms contain the entire agreement between the parties and unless otherwise agreed in writing by a director of A R Banks Limited, these terms prevail over any other terms of business or purchase conditions (or similar) put forward by the client and / or it's representatives.
  - Private Limited Companies: if we are given instructions by a private limited company then, unless otherwise agreed with you in advance, it is a condition of our accepting these instructions that the Directors are jointly and severally liable along with the Company for payment of our fees and costs and any interest, compensation, and debt collection costs thereon. By accepting these terms and conditions, the directors accept that they have received or had the opportunity to receive independent legal advice.
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- **Applicable Law:** These terms and conditions are governed by the Laws of England and Wales and are subject to the exclusive jurisdiction of the English and Welsh Courts.
  - I/We have read and accept the Terms & Conditions of sales.
  - A copy of our Company letterhead is attached
  - I am/We are not an undischarged bankrupt(s)

## Terms & Conditions of Sales

- Base prices are valid for a period of 30 days from quotation.
- Standard RHA Conditions plus the addition on the below,
- Invoice queries will not be considered more than 14 days from the invoice date.
- Cleared funds required 24 hours prior to every job unless a Credit Account is held.
- Delivery is on the basis of an AM or PM deliver slot service
- While every effort is made to adhere to schedules we cannot guarantee job times.
- Job cancellations made after 12:00 on the day before the transport or lifting operation is due will be subject to a cancellation charge of 100% the quoted works.
- Vehicle hire on a day rate basis: a standard Day Rate is based on a minimum of 9hrs, this time will begin from when the vehicle leaves our nominated yard and the time will finish upon its return during the day period.
- Charges thereafter the set hours will be incurred by the customer charged by the hour. A standard hire allows 1 hour to load and 1 hour to unload.
- All jobs are priced with loading and unloading times accounted for any time over this will be chargeable as waiting time and will be advised to the time allotted when requesting a price. A standard 1 hour to load and 1 hour unload is accounted for, if your requirement is more than 1 hour please ensure this is included within your original quotation.

### Client Responsibilities:

1. Access to and egress from the collection & delivery points must be of suitable size for the large and heavy commercial vehicles required to undertake such transportation of goods.
2. We will make every effort to access the sites provided it is safe to do so. If we are unable to access the sites a missed delivery or collection charge will be charged to the customer.
3. All access roads must be of good, solid construction and able to take the weight of the collection / delivery vehicle which can be up to 44t gross vehicle weight and a maximum of 14t on an individual axle.
4. The driver will always take a judgment on the access road before proceeding however if a vehicle becomes stranded in soft ground (i.e. sinks in and becomes stranded) it will be the customers responsibility to pay for the vehicle to be remobilized and pay any cost of repair / down time for damages caused to the vehicle by becoming stranded / stuck in.
5. Every effort will be made to mitigate the risk of damage to public and private property whilst loading and unloading the vehicle. However, in the unlikely event of damage being caused to public and/or private property, A R Banks will not be held responsible as it is the customers and their client's duty to ensure the loading and unloading areas are suitably prepared for the size and type of vehicle required to undertake the transport and or lifting of their goods.
6. A standard sized spreader mats for these stability legs will be provided
7. The driver / operator on site will assess the condition and ultimately make the decision regarding whether it is safe to proceed. If the driver deems it unsafe to proceed a charge will still be applicable.
8. A full site safety visit is always available upon request and will be chargeable agreed prior to visit taking place

9. It is the customers and their clients responsibility to provide full details of all items to be transported and lifted including details regarding the collection & delivery points.

- These include but are not limited to:  
Dimensions & weights of the load – item to be transported and lifted Access & Egress of the collection & delivery points  
Load / Item characteristics and or sensitivity Collection & Delivery restriction such as
- Timings, Proximity to an Airfield, within an area with restriction on radio waves signals, proximity to marine wharf or railway line, underground services or overhead cables.

10. Lorry Loaders are either supplied through either a CPA Crane Hire Agreement or a CPA Contract Lift

11. All Operated Plant Hire is provided under the CPA – terms & conditions.

12. All plant hired from A R Banks Ltd will be under CPA Hire Conditions.

13. Purchase Orders submitted from clients with terms and conditions attached will not supersede A R Banks Limited Terms of Sale at any time.

14. HIABs / Flatbeds & Lowloaders -

Rate allows for 1 hours to load / and 1 hour to unload, demurrage applicable thereafter at appropriate rate per type of vehicle (Demurrage rate is varies between vehicle type as is charge at per hour per vehicle) based on normal weekday working unless otherwise stated ( weekends / out of hours available upon request and may be subject to additional surcharge ).