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**Scaffolding hire and services agreement**

**PARTIES**

1. **Corby Borough Supplier** of The Corby Cube, Parkland Gateway, George Street, Corby NN17 1QG **(Council)**
2. [ **FULL COMPANY NAME** ] incorporated and registered in England and Wales with company number [ NUMBER ] whose registered office is at [ REGISTERED OFFICE ADDRESS ] **(Supplier )**

**BACKGROUND**

1. **The Council is desirous of hiring scaffolding equipment and for various scaffolding services**
2. **The Council advertised its needs and invited tenders within a tendering exercise that commenced on 10th April 2017.**
3. **The Supplier has been successful in receiving an award of the right to provide the hire of scaffolding and the provision services following the tendering exercise**
4. **The Council and the Supplier have agreed to contract on the terms and conditions appearing in this agreement.**

**AGREED TERMS**

**1.**  **INTERPRETATION**

**1.1** The following definitions and rules of interpretation apply in this agreement.

**Business Day:**  a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Commencement Date:** the date that this agreement is to start and operate which shall be 19th June 2017.

**Delivery:** the transfer of physical possession of the Equipment to the Council at the Site.

**Delivery Date:** the date that the Supplier delivers the necessary Equipment to the relevant Site in accordance with the Works Order and installs the Equipment in accordance with the Standards.

**Equipment:** Scaffolding and associated equipment further details of which appear in the Specification, all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it.

**Expiry:** 18th June 2020

**Install / Installation:** the installation of the Equipment at the relevant Site in accordance with the Works Order and to the Standards.

**Payment Schedule:** Schedule 2 which sets out the sums payable under this agreement.

**Sites:** the Council’s premises at various locations within the Borough of Corby.

**Site:** any one of the Sites as identified in a Works Order to which the Services are to be deliver and the equipment delivered and installed to the Standards.

**Rental Payments:** the payments made by or on behalf of Council for hire of the Equipment.

**Rental Period:** the period of hire of the equipment as set out and indentified in clause 3.

**Services:** the services in the provision, hire and installation of the Equipment, its dismantling and removal and repair, its certificate of safety, its inspection and other services identified within this agreement which are to provided by the Supplier in consideration of the Rental Payments.

**Specification:** the specification appearing at Schedule 1.

**Standards**: the standards to which the Supplier must operate and meet whether required by law, statute or statutory instrument, industry best practice or by the terms of this agreement including (but not limited to) the specification.

**Tender Response:** the document submitted by the Supplier to the Council within the tendering exercise undertaken by the Council as an outcome of which this agreement was made by the parties. The document is included within this agreement at Schedule 4.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994.

**Working Day:** a day other than a Saturday or Sunday when the clearing banks of England and Wales are open for business.

**Works Order**: a call for scaffolding hire and services in the form of a works order form issued by the Council.

**1.2**  Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

**1.3**  A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s legal and personal representatives, successors and permitted assigns.

**1.4** The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.

**1.5** A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

**1.6** Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

**1.7** Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

**1.8** A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

**1.9** A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

**1.10** A reference to **writing** or **written** includes email but not fax.

**1.11** Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

**1.12**  A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.

**1.13** References to clauses and schedules are to the clauses and schedules of this agreement and references to paragraphs are to paragraphs of the relevant schedule.

**1.14**  Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

**2.**  **EQUIPMENT HIRE** **AND SERVICES**

**2.1**  The Supplier shall provide the Services to the Council at various Sites the Equipment of the nature requires to satisfy Works Orders as shall be issued from time to time by the to the Council subject to the terms and conditions of this agreement.

**2.2** The Supplier shall not, other than in the exercise of its rights under this agreement or applicable law, interfere with the Council’s quiet possession of the Equipment.

**2.3** Upon receipt of a Works Order the Supplier shall, in the following order:

**2.3.1** Acknowledge receipt within 1 Working Day; and

**2.3.2** Delivery and Install the Equipment to the Standards on the date for Delivery given in the Works Order, and

**2.3.3** If the date for Delivery and Installation cannot be met by the Supplier it shall inform the Council of such later date within 1 Working Day of receipt of the Works Order and the Council shall be free to obtain the hire of the necessary equipment and services from another provider of its choosing should it elect to do so in its absolute discretion, and

**2.3.4** On the day of the Delivery and Installation of the Equipment the Supplier shall issue a certificate of safe installation and satisfaction of the Standards for the Installation upon which the Council shall reply as proof of safety and adequacy of the Equipment as installed at the Site, and

**2.3.5** On the end date of the Rental Period determined in accordance with clause 3 the Supplier shall dismantle and remove the equipment, and

**2.3.6** Within 45 days of the end of the Rental Period the Supplier shall remit an invoice for the Rental Payments including the information required in satisfaction of clause 4.1

**3.**  **RENTAL PERIOD**

**3.1** The Rental Period starts on the date given in the Works Order and shall continue for a period of days or weeks as indentified in the Works Order and shall start from the date the Equipment is satisfactorily installed and ready for use and shall end on the date that the Equipment is either:

**3.1.1** no longer required by the Council as identified on the Works Order; or

**3.1.2** the date on which the Council notify the Supplier in writing that the Equipment is no longer required; or

**3.1.3** the date on which is it dismantled and removed

whichever is the earlier unless this agreement is terminated earlier in accordance with its terms.

**4.**  **RENTAL PAYMENTS**

**4.1** The Council shall pay the Rental Payments to the Supplier in accordance with the Payment Schedule. The Rental Payments shall be paid in Great British Pounds and shall be made by electronic payment or cheque within 30 days of a VAT invoice received from the Supplier where such invoice is to identify:

* The Site
* The duration of hire
* The Rental Payment(s)
* The VAT payable
* The banking co-ordinates of the Supplier if the payment is to be paid by electronic means.

**4.2** The Rental Payments are exclusive of VAT and any other applicable taxes and duties or similar charges which shall be payable by the Council at the rate and in the manner from time to time prescribed by law.

**4.3** If the Council fails to make a payment due to the Supplier under this agreement by the due date, then, without limiting the Supplier’s remedies under Clause 11, the Council shall pay interest at the simple rate identified in clause 4.4 on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment, where such interest is claimed by the Supplier.

**4.4** Interest under this clause will accrue each day at 2% a year above the Bank of England’s base rate from time to time, but at 2% a year for any period when that base rate is below 0%.

**5.**  **DELIVERY AND INSTALLATION**

**5.1** Delivery of the Equipment shall be made by the Supplier. The Supplier shall use all reasonable endeavours to effect Delivery by the date and time specified in the relevant Works Order or on such other date agreed between the parties. Title and risk shall remain with the Supplier in accordance with Clause 6 of this agreement.

**5.2** The Council shall procure that a duly authorised representative of the Council shall be present at the Delivery of the Equipment. Acceptance of Delivery by such representative shall not constitute conclusive evidence that the Council has examined the Equipment or that it has found it to be in good condition, complete and fit in every way for the purpose for which it is intended.

**5.3** The Supplier acknowledges that it shall be responsible for ensuring the fitness and safety of the Equipment as Delivered and shall issue a certificate of safe installation of the Equipment and to the Standards to the Council by email to business.support@corby.gov.uk on the day of Installation.

**5.4** To facilitate Delivery and Installation, the Council shall grant a licence for the Supplier’s access to the Site or procure the grant of such a licence for the purposes of Delivery and Installation.

**6.**  **TITLE, RISK AND INSURANCE**

**6.1** The Equipment shall at all times remain the property of the Supplier, and the Council shall have no right, title or interest in or to the Equipment save the right to possession and use of the Equipment during the Rental Period.

**6.2** The risk of loss, theft, damage or destruction of the Equipment shall remain with the Supplier notwithstanding Delivery. The Equipment shall remain at the sole risk of the Supplier during the Rental Period and any further term during which the Equipment is in the possession, custody or control of the Council (**Risk Period**) as may be agreed between the parties until such time as the Equipment is un-installed and removed in its entirety by the Supplier. During the Rental Period and the Risk Period, the Supplier shall, at its own expense, obtain and maintain the following insurances:

**(a)**  (optional) insurance of the Equipment to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident;

**(b)**  (compulsory) insurance for such amounts as a prudent owner or operator of the Equipment would insure for, or such amount as the Supplier may from time to time reasonably require, to cover:

i) use by the Council its employees agents or contractors

ii) any third party or public liability risks of whatever nature and however arising in connection with the Equipment; and

**(c)**  (compulsory) insurance against such other or further risks relating to the Equipment as may be required by law, together with such other insurance as the Supplier may from time to time consider reasonably necessary.

**6.3** The Supplier shall, on demand, supply copies of the relevant insurance policies to the Council and proof of premium payment to the Council to confirm the insurance arrangements and to evidence satisfaction of clause 6.2 (b) and 6.3 (c).

**6.4** The Council shall give written notice to the Supplier in the event of any loss, accident or damage to the Equipment arising out of or in connection with the Council’s use of the Equipment.

**6.5** If the Supplier fails to effect or maintain any of the insurances required under this agreement, the Council shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Supplier.

**7.**  **THE SUPPLIER’S RESPONSIBILITIES**

**7.1** The Supplier shall during the term of this agreement:

**(a)**  take such steps (including compliance with all safety and usage instructions provided by the Supplier) as may be reasonably necessary to ensure, so far as is reasonably practicable, that the Equipment is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;

**(b)**  maintain at its own expense the Equipment in good and substantial repair in order to keep it in as good an operating condition as it was on the Commencement Date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Equipment;

**(c)**  keep the Council fully informed of all material matters relating to the Equipment;

**(d)**  maintain operating and maintenance records of the Equipment and make copies of such records readily available to the Council, together with such additional information as the Council may reasonably require;

**(e)**  not suffer or permit the Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Equipment is so confiscated, seized or taken, the Council shall notify the Supplier and the Supplier shall at its sole expense use its best endeavours to procure an immediate release of the Equipment and shall indemnify the Supplier on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;

**(f)**  ensure that at all times the Equipment remains identifiable as being the Supplier’s property and wherever possible shall ensure that a visible sign to that effect is attached to the Equipment;

**(g)**  not do or permit to be done anything which could invalidate the insurances referred to in Clause 6;

**(h)** act at all times in good faith in its dealings with the Council and provide the Services in this agreement in a professional good and workman manner;

**(i)** make an inspection of the Equipment at the Site where the Equipment 5 working days after Installation and every 5 days thereafter;

**(j)** make an alteration to the Equipment as Installed at the relevant Site within 1 working day if requested by the Council and immediately after such alteration to provide a further certificate of safe installation and satisfaction of the Standards for the Installation upon which the Council shall reply as proof of safety and adequacy of the Equipment as installed at the Site.

**7.2** The Supplier shall not be responsible for any loss of or damage to the Equipment arising out of or in connection with any negligence, misuse, mishandling of the Equipment or otherwise caused by the Council or its officers, employees, agents and contractors.

**8. THE COUNCIL’S RESPONSIBILITIES**

**8.3** The Council shall during the term of this agreement:

1. make no alteration to the Equipment and shall not remove any existing component(s) from the Equipment without the prior written consent of the Supplier unless carried out to comply with any mandatory modifications required by law or any regulatory authority;

1. keep the Equipment at all times at the Site and shall not move or attempt to move any part of the Equipment to any other location without the Supplier’s prior written consent;
2. permit the Supplier or its duly authorised representative to inspect the Equipment at all reasonable times and for such purpose to enter upon the Site or any premises at which the Equipment may be located, and shall grant reasonable access and facilities for such inspection;
3. not, without the prior written consent of the Supplier, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
4. not use the Equipment for any unlawful purpose.

**9.**  **WARRANTY**

**9.1**  The Supplier warrants that the Equipment shall substantially conform to its specification (as made available by the Supplier), be of satisfactory quality and fit for any purpose held out by the Supplier. The Supplier shall use all reasonable endeavours to remedy, free of charge, any material defect in the Equipment which manifests itself or becomes apparent during the Rental Period within 1 working day, provided that:

**(a)**  the Council notifies the Supplier of any defect of the defect occurring or of becoming aware of the defect;

**(b)**  the Supplier is permitted to make a full examination of the alleged defect;

**(c)**  the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorised manipulation by any person other than the Supplier ’s authorised personnel.

**9.2**  If the Supplier fails to remedy any material defect in the Equipment in accordance with Clause 9.1 the Supplier shall, at the Council’s request, either:

**9.2.1** dismantle and remove part or all of the Equipment from the Site and make an appropriate reduction to the Rental Payments for the time the that the Equipment was unsuitable unsafe or otherwise not capable of being used for the purposes identified in the relevant Works Order; or

**9.2.2** make no charge for hirer of the Equipment for that part of the Rental Period for which the Equipment was unsuitable unsafe or otherwise not capable of being used for the purposes identified in the relevant Works Order.

**9.3** The Supplier warrants that it has the power to make this agreement.

**9.4** The Supplier warrants that the statements and contents of the Tender Submission are true and correct and acknowledges that the Council has placed reliance upon those statements and contents in awarding and making this agreement.

**9.5** The Supplier warrants that the certificates of safe Installation issued in accordance with this agreement shall be true and correct and may be relied upon by the Council in the use of the Equipment as Installed at the relevant Site.

**9.6** The Council does not guarantee or warrant any minimum number of Works Orders as may be placed during the course of this agreement and shall have the freedom to contract with another scaffolding hire and installation provider should it have good reason to do so.

**10.**  **LIABILITY**

**10.1** Nothing in this agreement shall exclude or in any way limit:

**(a)**  either party’s liability for death or personal injury caused by its own negligence;

**(b)**  either party’s liability for fraud or fraudulent misrepresentation.

**10.2** This agreement sets forth the full extent of the Supplier’s obligations and liabilities in respect of the delivery of the Services to the Council.

**10.3** Without prejudice to clause 10.2, neither party shall be liable under this agreement for any loss of profit however caused, even if foreseeable.

**11.**  **TERMINATION**

**11.1** Without affecting any other right or remedy available to it, the Council may terminate this agreement with immediate effect by giving written notice to the Supplier if:

**(a)**  the Supplier commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 days after being notified in writing to do so;

**(c)**  the Supplier repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

**(d)**  the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words “it is proved to the satisfaction of the court” did not appear in sections 123(1)(e) or 123(2) of the IA 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

**(e)**  the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

**(f)**  a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Council (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;

**(g)**  an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Council (being a company);

**(h)**  the holder of a qualifying floating charge over the assets of the Council (being a company) has become entitled to appoint or has appointed an administrative receiver;

**(i)**  a person becomes entitled to appoint a receiver over the assets of the Council or a receiver is appointed over the assets of the Council;

**(j)**  the Supplier (being an individual) is the subject of a bankruptcy petition, application or order;

**(k)**  a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier’s assets and such attachment or process is not discharged within 14 days;

**(l)**  any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clauses 11.1(d) to 11(k) (inclusive);

**(m)** the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

**(n)** the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

**11.2** For the purposes of Clause 11.1(b), **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Council would otherwise derive from:

**(a)**  a substantial portion of this agreement; or

**(b)**  any of the obligations set out in clause 7,

over the term of this agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

**11.3** The Council may choose to terminate this agreement on three months written notice no sooner than 12 months after the Commencement Date.

**12.**  **CONSEQUENCES OF TERMINATION**

**12.1** Upon termination of this agreement, however caused:

**(a)**  the Supplier’s consent to the Council’s possession of the Equipment shall terminate and the Supplier may, by its authorised representatives, without notice and at the Council’s expense, retake possession of the Equipment and for this purpose may enter the Site or any premises at which the Equipment is located; and

**(b)**  without prejudice to any other rights or remedies of the parties, the Council shall pay to the Supplier on receipt of an invoice all Rental Payments and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to Clause 4.4.

**12.2** Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

**13.**  **FORCE MAJEURE**

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 2 weeks, the party not affected may terminate this agreement by giving 10 Working Days’ written notice to the affected party.

**14.**  **CONFIDENTIAL INFORMATION**

**14.1** Each party undertakes that it shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Clause 14.2.

**14.2** Each party may disclose the other party’s confidential information:

**(a)**  to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party’s obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party’s confidential information comply with this Clause 14; and

**(b)**  as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

**14.3** No party shall use any other party’s confidential information for any purpose other than to perform its obligations under this agreement.

**15.**  **ASSIGNMENT AND OTHER DEALINGS**

This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

**16.**  **ENTIRE AGREEMENT**

**16.1**  This agreement and that schedules to it constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**16.2**  The Supplier acknowledges that the Council has entered into this agreement is reliance upon the statements and representations made in the Tender Response and shall have remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is made (if any) in the Tender Response.

**16.3** Nothing in this clause shall limit or exclude any liability for fraud.

**16.4** In the event of any conflict in the documents comprising this agreement the following order of priority of the documents shall apply:

**16.4.1** The terms of the body of the agreement;

**16.4.2** The Specification;

**16.4.3** The Tender Response.

**17.**  **VARIATION**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**18.**  **NO PARTNERSHIP OR AGENCY**

**18.1** Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

**18.2**  Each party confirms it is acting on its own behalf and not for the benefit of any other person.

**19.**  **FURTHER ASSURANCE**

At its own expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this agreement.

**20.**  **COUNTERPARTS**

**20.1** This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

**21.**  **THIRD PARTY RIGHTS**

**21.1** Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

**21.2** The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

**22.**  **NOTICES**

**22.1**  Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be:

**(a)**  delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

**(b)**  sent by email to business.support@corby.gov.uk.

**22.2**  Any notice or communication shall be deemed to have been received:

**(a)**  if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

**(b)**  if sent by pre-paid first-class post or other next working day delivery service, at 10.00 am on the second Business Day after posting or at the time recorded by the delivery service;

**(c)**  if sent by email on the next Business Day after transmission.

**22.3** This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, “writing” shall include e-mail but not fax.

**23.**  **WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**24.**  **RIGHTS AND REMEDIES**

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

**25.**  **SEVERANCE**

**25.1** If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

**25.2** If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

**26.**  **GOVERNING LAW**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**27.**  **JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

**28. RETROSPECTIVE APPLICATION**

This Agreement commences on the Commencement Date and in the event that it is signed on a date after the Commencement Date the parties agree that the agreement shall have retrospective application from the Commencement Date.

This agreement has been entered into on the date stated at the beginning of it.

**SCHEDULE 1**

**SPECIFICATION**

**Supply, Erection, Hire and Removal of Scaffolding**

**Corby Borough Council**

**March 2017**

**Document 2: Specification**

Corby Borough Council has a requirement for the erection, hire and removal of scaffolding. This is to enable ad hoc roofing repairs to be carried out to the housing stock, and is required approximately 50 times per year.

Notice period for erection of scaffolding - 5 working days

Notice period for dismantling and removal of scaffolding from site - 48 hours

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# APPLICATION

This specification identifies the minimum requirements and standards for all scaffolding and edge protection designed, erected, altered, inspected, used and/or dismantled.

This specification may be enhanced by an individual company’s specific scaffolding policy and branding.

Hoists, Ladders, Stepladders and Podium Steps are not included as part of this standard.

# Tube and Fitting Scaffolding

This applies to traditional steel tube and fitting scaffolds and includes the use of “system type” components such as “Readylok or Easifix transoms”, extending transoms, steel and aluminium ladder beams and unit beams. All such components must be used in strict accordance with the manufacturer’s instructions, design drawing guidance, the TG20:13 Compliance Sheet and the information supplied to site upon request.

# System Scaffolding

All types/brands of Systems Scaffolding used on site, must conform to the relevant British and European Standards BS EN 12810/12811. The lead hand of a scaffold gang using systems scaffolding must have successfully completed the relevant CISRS Systems product training. CISRS Scaffolders or Trainee operatives will be able, as a member of this gang to erect, alter or dismantle this equipment under the direct supervision of the CISRS systems qualified operative. It would be preferable for all operatives using systems to undertake System Training. The makeup of the scaffolding gang should also be considered. i.e. the ratio of qualified Advanced/Scaffolders to Trainee/Labourers dependent upon the size and complexities of the work undertaken.

See [www.cisrs.org.uk](http://www.cisrs.org.uk/) for the current list of system product training available.

# Lightweight Mobile Tower

A nominated person is permitted to erect, inspect, use, move, alter and/or dismantle a lightweight Mobile Tower if they are competent and hold a recognised qualification that specifically includes mobile towers.

Mobile towers must be inspected as often as is necessary to ensure safety. Recommended best practice is that they be inspected and a report made by a competent person after assembly, or significant alteration, and before use.

Thereafter, they should be inspected as often as necessary but at least every 7 days, or after any event likely to have affected stability or structural integrity, such as adverse weather conditions. There is no need to inspect and report every time the mobile tower is moved at the same location.

Mobile Access Tower training is now included in part 1, 2 and Advanced CISRS training courses. It negates the requirement for those modules to carry out further 3rd party e.g. PASMA. See reverse of card for endorsement.

# Regulations, Codes of Practice and best practice requirements

All scaffolding works shall be carried out in accordance with the following Regulations, Codes of Practice and industry best practice requirements:

* 1. The Health and Safety at Work etc Act 1974
	2. The Management of Health and Safety at Work Regulations 1999 – as amended
	3. The Work at Height Regulations 2005 – as amended
	4. The Construction (Design and Management) Regulations 2015
	5. BS EN 12811 2003 – Scaffolds performance requirements
	6. BS EN 12810 2003 – Facade scaffolds made of prefabricated components
	7. NASC TG20:13 – A Comprehensive Guide to Good Practice for Tube and Fitting Scaffolding
	8. NASC SG4:15 – Preventing falls in scaffolding (Latest Edition)
	9. CISRS CAP 609 General Information (Latest Edition) THIS LIST IS NOT EXHAUSTIVE.

# COMPETENCE

* 1. **Scaffolding Companies**
		1. Should operate under auditable processes and must have a recorded training scheme in place and be full members of the NASC.
		2. Must maintain current insurances of a minimum of £10 million for Employers Liability and £10 million for Public Liability.
		3. Must be able to demonstrate that they have competent supervision (e.g. CISRS Scaffold Supervisor training course and hold a CISRS Scaffold Supervisor card or CISRS Scaffolder/Advanced card plus an industry recognised Supervisory qualification e.g. SSSTS,SMSTS).
		4. A qualified CISRS Scaffolder or CISRS Advanced Scaffolder working within his capability is suitably qualified to lead the scaffold operations within a gang of scaffolders and to direct the practical operations on site.
		5. They must employ competent scaffolders for the type of scaffolding to be undertaken on site as defined in item 3.2 below.
		6. Management, Supervision and operatives must have received relevant training on TG20 and SG4 (Latest Editions).
		7. The company must have access to competent scaffold designers and manage TG20:13 compliance sheets.
		8. The company must ensure that all deliveries of scaffolding materials are undertaken in a safe manner and consideration is given to the risk of falls from vehicles and as such this work is undertaken in line with NASC SG30 (Latest Edition)“Working from Vehicles”.
		9. All deliveries where powered lifting is used (e.g.: HIAB) will require proof of operator competence and that the lifting equipment has a current certificate of test and thorough examination.

# Scaffolding Operatives

* + 1. **Scaffolding Labourers**
			1. A CISRS Scaffolders labourer’s card must be held for operatives carrying out these duties.
			2. Must have received Manual Handling Training in accordance with NASC Guidance note SG6 Manual Handling.
			3. Must have attended a recognised 1 day training course prior to commencement of their duties. The CISRS COTS Course covers this requirement.

# Trainee Scaffolder

* + - 1. Trainees must hold a current CISRS Trainee Scaffolders card (See appendix B)
			2. They must have received SG4 (Latest Edition) training and work in compliance with the guidance.
			3. They can only work under the direct supervision of either a CISRS Scaffolder or CISRS Advanced Scaffolder at all times.
			4. An operative is considered a Trainee Scaffolder until they have completed all requisite training and assessment up to and including, CISRS Part 2, S/NVQ 2, H&S testing and hold a CISRS Scaffolder Card, regardless of their time in the industry.

# Scaffolder

* + - 1. The Scaffolder must hold a current CISRS Scaffolders card. (See appendix B).
			2. They must have received SG4 (Latest Edition) training and work in compliance with the guidance.
			3. The lead hand of a scaffold gang using system scaffolding must have successfully completed the relevant CISRS Systems product training however it would be preferable for all operatives to undertake CISRS System Training.
			4. Scaffolders can work on the following structures:
				* Independent tied scaffolding
				* Putlog scaffolding
				* Birdcage scaffolding
				* Mobile Tower (T/F or Aluminium)
				* Tower scaffolding (steel)
				* Truss-out scaffold
				* Scaffolds with beams
				* Protective fans
				* Pavement gantry
				* Loading bay
				* Roof saddle scaffold
				* Splay scaffold
				* Roof edge protection
				* Tie testing
				* They are entitled to work on Advanced or complex design structures but only under the direct supervision of an Advanced Scaffolder.

THIS IS NOT AN EXHAUSTIVE LIST

# Advanced Scaffolder

* + - 1. Must hold a current CISRS Advanced Scaffolders card (See appendix B).
			2. They must have received SG4 (Latest Edition) training and work in compliance with the guidance.
			3. The lead hand of a scaffold gang using systems scaffolding must have successfully completed the relevant CISRS Systems product training however it would be preferable for all operatives to undertake CISRS System Training. Advanced Scaffolders can work on any tube and fitting steel scaffolding structure including the following:
				* Tubular drop scaffold from steelwork
				* Cantilever drop scaffold
				* 2 Cord Raking shore
				* 3 Cord Raking shore
				* Dead shore
				* Flying shore
				* Temporary roof scaffold
				* Stairways
				* Ramps

THIS IS NOT AN EXHAUSTIVE LIST.

# SCAFFOLDERS SAFETY AND PERSONAL PROTECTIVE EQUIPMENT

* 1. Scaffolders shall at all times wear the following minimum PPE at all times whilst working on site:
		1. Safety helmet
		2. Safety footwear
		3. High Visibility vest
		4. Gloves
		5. Fall arrest harnesses, which must be used in accordance with the Task specific Risk Assessment. This could be, single, double, retractable or fixed lanyard to suit the particular application.
		6. Other PPE as required by the work task RA or local site requirements.
	2. Whenever harnesses being are used, rescue plan(s) in line with NASC SG19 (Latest Edition) “Guide to Formulating a Rescue Plan” must be in place before commencement of work on site.
	3. All scaffolding shall be erected in strict accordance with NASC SG4 (Latest Edition) and contractors shall adhere to recommended methods of work within the guidance.
	4. All Scaffolding materials must be passed from hand to hand or raised and lowered in a controlled manner (light line or Gin Wheel & Rope etc). The uncontrolled passing or dropping of any scaffolding materials is not permitted.

*Note: NASC Guidance Note SG6 Manual handling in the Scaffolding Industry contains further guidance.*

* 1. All lifting operations that include the use of lifting equipment must be undertaken within the scope of the Lifting Operations & Lifting Equipment Regulations (LOLER).

# SCAFFOLDING DESIGN

* 1. Where additional scaffolding design input is required (i.e. those scaffolds that do not meet or fall within the scope of a TG20 Compliance Sheet – See Appendix D) the design shall be provided by a competent scaffold designer and the appropriate design standard followed.
	2. System Scaffolds shall be designed to prove adequate strength, stability and rigidity whilst erected, used and dismantled.
	3. Where design drawings are produced, they shall include an elevation of the scaffold with all tie positions marked on the drawing clearly stating the required tie classification light duty (3.5 KN), standard (6.1KN) or heavy duty (12.2KN).
	4. Where appropriate, standard scaffold design solutions may be permitted to determine design input of certain scaffold structures (Stair towers etc)
	5. Copies of scaffold design must be issued to user/client for acceptance and sign off and held on site.
	6. A system for the management of design variations shall be in place.
	7. All designers must consider and evaluate the risks involved in the erecting and dismantling of their proposals and design accordingly to eliminate risk as part of their brief.

# MINIMUM SCAFFOLD REQUIREMENTS

The following minimum scaffold requirements shall be in place on all sites:

# Scaffold Tube

All scaffold tube must be galvanised and comply with BS EN 39 type 4, or high tensile steel tube of BS EN 10210-1 and the NASC recommend that all tubes should be marked in such a way as to identify the scaffolding company who own it.

# Scaffold Boards

* + 1. All timber scaffold boards must comply with BS2482:2009. Other boards such as laminated veneer or plastic manufacture shall comply with the general requirements of TG20:13 section 4.2.
		2. Short boards (less than 2.4 metres long) should be secured to prevent displacement as should internal boards that are considered likely to be displaced accidently.
		3. Other than at returns of scaffolds, lapped boards to be avoided so far as is reasonably practical.

# Scaffold Fittings

* + 1. All scaffold fittings must comply with current UK industry standards. (BS EN 74-1 etc.) NOTE NOW 2 TYPES CLASS A 6 kN AND CLASS B 9 kN.

# Brick guards, Sheeting and Debris netting

* + 1. In accordance with the contract specifications (which should include a suitable risk assessment by the main contractor) scaffolds may require brick guards, sheeting or debris netting fitted and if not TG20:13 compliant a design must be in place prior to erection.

# Scaffold Loading Bays

* + 1. All Scaffold loading bays (except where cranes are used) shall be fitted with scaffold loading bay gates that FULLY protect operatives from the exposed edge when in an open position and prevent falls of operatives and/or materials when in a closed position.
		2. Scaffold loading bays to be provided with brick guards or similar protection to the perimeter.
		3. Scaffold loading bays must have clear signage to provide users with clear information regarding safe working loads. It is recommended that this signage should be fitted at the eye level of the fork truck driver.

# Access/egress to Scaffolds

* + 1. Access/egress to scaffolds must be provided in order to comply with the Work at Height Regulations 2005, HSE guidance and NASC SG25 (Latest Edition) “Access and egress from scaffolds” with regard to the hierarchy



as follows:

* + 1. Where external ladder access is chosen it should be erected to a step off level no more than 4.7m Maximum.
		2. Considerations that need to be made regarding the assessment of suitable access and egress from scaffolds may include:
* Height and width of scaffold.
* Number of people using the scaffold at any one time.
* Duration of scaffold hire.
* Localised emergency requirements (fire, evacuation etc.)
* Type of work to be undertaken on scaffold (e.g. access to confined space entry work and asbestos removal enclosures whilst using full face respirators etc. requires a higher degree of assessment for access and egress).

# Internal Edge Protection

* + 1. Internal edge protection on scaffold platforms to conform to NASC SG29 (Latest Edition) “Internal Edge Protection on Scaffold Platforms”.

# Scaffold Ties

* + 1. All concrete/masonry anchors that are used for the installation of scaffold ties must be tested in accordance with NASC TG4 (Latest Edition) “Anchorage systems” (i.e.: minimum of 3 per scaffold or 5% of total number of ties whichever is the greater) with a proof load of 1.25 times the required tensile load using a purpose made scaffold tie tester. Records of tie test result must be maintained.
		2. When working on domestic premises it is recommended that the occupier be informed prior to any drilling taking place for masonry anchors, or where it may be necessary to rake out brickwork joints to support a “putlog” scaffold.

# Hop Up/ Stage Brackets

6.9.1 Hop up/stage brackets shall be used in accordance with NASC Guidance Note SG32 Guidance on the Provision of Inside Board Brackets (Hop up/Step down) (Latest Edition).

# SCAFFOLD HANDOVERS AND STATUTORY INSPECTIONS

* 1. All Scaffolding should display a “DO NOT USE” notice for restricting access to the scaffold until the scaffolding has been inspected and handed over for use.

# Scaffold Handover

* 1. When each scaffold is completed, a competent employee of the Scaffolding Contractor will inspect the scaffold for compliance with regulations, codes of practice and TG20:13 Compliance Sheet and then complete a Scaffold Handover Certificate. This should conform to the current NASC template SG35 Handover of Scaffold Structures as a minimum and ensure that the client’s representative receives a copy. Where applicable, the green insert of a tag type inspection system (if used) shall be completed and located at the access point of the scaffold, and the first entry made in the statutory scaffold inspection register by the competent person. The Handover Certificate is now considered to be the first inspection.

# Scaffold Inspection

* 1. Regular statutory inspections of the scaffolding shall take place at least every 7 days or after any event likely to have affected the scaffold’s stability and recorded in the scaffold register (See appendix C). The tag type system insert (if used) will also be updated to record the inspection. (Where applicable).

*Note: Any tag system is a supplementary check only and does not replace the statutory inspection and report as required within the Work at Height Regulations 2005.*

NB. The responsibility for the 7 day inspection is with the scaffolder and not Contractor/user.

* 1. All initial and weekly scaffold inspections must be undertaken by a competent person who has attended a nationally recognised scaffold inspection training course. (e.g. CISRS Scaffold Inspection Training Scheme (SITS) Basic or Advanced), alternatively a CISRS Scaffolder or Advanced card holder is competent to inspect structures up to the grade of their card i.e. CISRS Scaffolder Basic Structures, and Advanced Scaffolder all structures.



CISRS Basic and Advanced Scaffold Inspection Cards

The scaffolder should have in his employ a qualified inspector.

# RISK ASSESSMENT AND METHOD STATEMENT

* 1. Each individual scaffold structure should have a job and site specific risk assessment recorded in writing which is accepted by the Contractor that the Scaffolding Contractor is working for before work commences to erect, alter or dismantle a scaffold.
		1. All Risk Assessments and Method Statements will be carried out in line with the Scaffold Contractors Health and Safety Policy which as a minimum standard shall follow the requirements and recommendations within NASC SG7: (Latest Edition) Risk Assessments & Method Statements (RAMS)
		2. Risk Assessment and Method Statements must be communicated to operatives prior to the commencement of work. The operative must sign the document to demonstrate that they have been briefed on the particular job. Copies of all Risk Assessments and Method Statements should be held as a minimum for the duration of the contract but the NASC would also recommend that it should be saved for 3 years to cover any insurance claims.

# CLIENT INFORMATION

**9.1.1.** An example of information required by the scaffolder is shown in Appendix **E.**

# APPENDIX A – LIST OF NASC REFERENCE GUIDANCE REFERRED TO WITHIN THIS DOCUMENT

Note: Refer to NASC website at [www.nasc.org.uk](http://www.nasc.org.uk/) for latest editions of the guidance listed below.

# Health & Safety Guidance Notes

SG4 Preventing Falls in Scaffolding

SG6 Manual Handling in the Scaffolding Industry

SG7 Guide to Risk Assessment & Method Statement (RAMS) SG19 A Guide to Formulating a Rescue Plan

SG25 Access and Egress from Scaffolds

SG29 Internal Edge Protection on Scaffold Platforms SG30 Working from Vehicles

SG32 Guidance on the Provision of Inside Board Brackets SG35 Handover of Scaffold Structures

# Technical Guidance Notes

TG4 Anchorage Systems

TG20 A Comprehensive Guide to Good Practice for Tube and Fitting Scaffolding.

# Competence Guidance Documents

CISRS Cap 609 General Information Booklet

# APPENDIX B – EXAMPLE OF CISRS SCAFFOLDERS CARDS

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Only to work at ground level or on a fully boarded and double guard railed scaffold platform passing scaffolding equipment.

Work under the direct and immediate supervision of either a CISRS Scaffolder or Advanced Scaffolder at all times.

Have a CISRS Scaffolders card endorsed for tube and fitting scaffolding or system scaffold to be used. Can work on scaffolds listed in Section 3.2.3.4 and any other scaffold not included on this list but only under the direct and immediate supervision of an Advanced Scaffolder.

Have a CISRS Scaffolders card endorsed for tube and fitting scaffolding or system scaffold to be used.



Can work on any steel scaffolding structure.



Card is used to provide proof that the Scaffold Supervisor is trained and competent.

# APPENDIX C – SCAFFOLD INSPECTION REPORT SHEET (EXAMPLE)

|  |
| --- |
| **Scaffold Inspection Report (in line with regulation 12 of The Work at Height Regulations 2005)** |
| **Company Name & Address:** |  | **Sheet:** |  |
| **Site Address:** |  |
| **No** | **Location and Description of workplace Inspected** | **Date & Time of Inspection** | **Matters observed that give rise to any health and safety risks** | **Details of action taken at time of inspection**  | **Details of any further action considered necessary** | **Name, signature & position of inspector** |
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**APPENDIX D – TG20:13 COMPLIANCE SHEETS (EXAMPLES)**







# APPENDIX E – CLIENT INFORMATION

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| --- |
| **SCAFFOLD** |
|  | **SCHEDULE Contractor:****Site:** |
|  | **Date:****NOTES** |
|  | **Compiled By:** |
| **A** All scaffold structures must be | TG20 13 Compliant or have design and calculations completed to prove their strength and stability. |
| **B** All operatives must be compet | ent to carry out the works. CISRS qualified Scaffolder or Advanced for designed structures. |
| **C** Full information on the structu | re must be detailed below and must include what it is required for. |
| **D** Adaptions MUST be highlighted | and shown as a separate item. |
| **E** Additional ancillary items such | as brick guards, extra guardrails etc. must be listed and highlighted separately. |
| **F** Width of platforms including n | umbers of boards on platform and inner must be stated clearly. |
| **G** Lift heights and number of boa | rded lifts must be clearly stated. |
| Method of access i.e. Stair or Ladder must be stated for every scaffold. NB. Ladder access and some proprietary stars, are not suitable for**H** emergency access and egress or rescue. |
| **I** Method of tying in must be sta | ted for every Scaffold. |
| **J** Sequence of Erect and Disman | tle must be stated for every scaffold, i.e. Progressive or One operation. |
| **K** Information on Logistics must b | e stated for every structure. i.e. storage, crane, fork lift etc. |
| **L** If Sheeting is required this must be stated separately and may impact on the design of the scaffold. |
| **M** It is the responsibility of the co | ntractor to ensure the ground or base is suitable for the scaffold being constructed. |
| **N** Weekly hire period for each task must be stated. |
| **O** Any other instruction |  |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Item No** | **Description of Scaffold** | **Board Width** | **Length (m)** | **Height (m)** | **No of lifts** | **Lift height (m)** | **Boarded Lifts** | **Access Stair or Ladder** | **Hire Period** |
| **1** |  |  |  |  |  |  |  |  |  |
| e.g. | Independent Access scaffold for external brickwork. | 5+1 | 50.00 | 9.00 | 6 | 1.500 | 1 | Stair | 10 |
|  | Include brick guards to all lifts. |  | 50.00 |  | 6 |  |  |  | 10 |
| **2** |  |  |  |  |  |  |  |  |  |
| **e.g.** | Adapt items 1, to 4 number fully boarded 2m lifts for render work. NB. This will leave an inner gap of 225mm | 5 | 50.00 | 8.00 | 4 | 2000 | 4 | Stair | 8 |
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**SCHEDULE 2**

**PAYMENT SCHEDULE**

**The rates of hire of the equipment [given in the Tender Response]SCHEDULE 3**

**WORKS ORDER (operating as a call-off)**

**SCHEDULE 4**

**TENDER RESPONSE [of successful tenderer]]**

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| Signed by [ name of first director of Supplier ] for and on behalf of [ Supplier ]   |   | .................... Director  |
|   |   |   |
|   |   |   |
| Signed by [ name of second director of Supplier ] for and on behalf of [ Supplier ]   |   | .................... Director  |

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| --- | --- | --- |
| Signed for Corby Borough Council by   |   | .................... Head of Housing  |

|  |  |  |
| --- | --- | --- |
| Signed for Corby Borough Council by   |   | .................... Legal Services Manager   |