

Terms & Conditions For Road Services

Definitions

1. We/our/us – – NWH Group Ltd and Subsidiary Companies.
2. Customer – Person, Firm or Company or other Party receiving Services
3. On Site – Construction Site or other facility other than the Public Highway where services are to take place.
4. Services – Any Gritting, Snow Clearing, Road Sweeper activity or any other activity detailed on the job quotation/specification
5. Contract – The contract between NWH Group Ltd and Subsidiary Companies & the Customer

Basis Of Sale

1. We shall sell and the Customer shall purchase the services in accordance with these Conditions which shall govern the Contract to the exclusion of any other terms and conditions (including any terms & conditions the Purchaser purports to apply under any purchase order, confirmation of order or similar document).
2. Each order for Goods by the Purchaser to The Company shall be deemed to be an offer by the Purchaser to purchase the Goods subject to these Conditions.
3. Any quotation is given on the basis that no Contract will come into existence until The Company accepts the order in accordance with Condition 6
4. No terms or conditions endorsed upon, delivered with, or contained within the Purchaser's purchase order, specification or similar document will form part of the Contract simply as a result of a reference to such a document in the Contract.
5. No variation to these conditions shall be binding unless agreed in writing by an authorised employee of The Company of the grade of general manager or Director
6. No order submitted by the Customer shall be deemed to be accepted by us until the earlier of an acceptance of the order by us or the commencement of the Services.

General

1. Where the agreed service is to be charged at an hourly rate, chargeable hours will commence when the vehicle leaves our Mayfield Depot and will conclude upon its return unless otherwise agreed in writing by us.
2. For contracts not charged at an hourly rate the agreed scope of work and charging arrangements will be confirmed and specified in the job quotation/specification.
3. 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
4. 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.
5. Temperature measurements and forecasts for determining Gritting activity will be taken from the Met Office forecast at 1700Hrs each day.
6. Snow Clearing Services will not commence until all vehicles are removed from the site. This includes car park areas.
7. It is the customer's responsibility to ensure that all vehicles are removed from car park areas prior to work commencing and that none enter during works/activities.
8. Off site tipping charges will be made unless the Customer specifies that on site tipping facilities are available
9. If tipping is required on site, it is the Customer's responsibility to provide sufficient, suitable and adequate area where the load can be discharged safely
10. The Customer is responsible for and will indemnify us against all claims and costs arising from any environmental pollution or contamination resulting or arising from on site tipping

Liability

1. 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
2. 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 vehicles used in the provision of Services.
3. Where the 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 our vehicles.
4. We do not accept any responsibility for the accuracy of the Met Office forecast
5. We shall not be liable for any property damage or personal injury or death whatsoever arising out failure to deliver the Service howsoever caused.
6. We shall not be liable for any property damage or personal injury or death arising from the provision of 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.
7. 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.
8. The customer shall be liable for and indemnify us for any claim for loss or damage to any motor vehicle or any other property resulting from the failure to ensure that all work sites, including car parks, are cleared –and kept clear- of motor vehicles.

Term & Termination

1. The commencement date and duration of the agreement will be stated in the job quotation/specification.
2. Either Party shall be entitled to terminate this agreement forthwith in writing if a receiver or an administrative receiver is appointed or an encumbrance take possession of the undertaking or assets (or any part thereof) of the other party.
3. We reserve the right to terminate the contract at any time by giving The Customer 60 days notice.