

ENCAPS - Shrink Wrap Specialists Ltd.

Terms and Conditions:

Payment Terms: TBC

Guaranteed up to Beaufort Wind Force 7
3-month Warranty (Subject agreement)

Please see our Agreement attached for more detailed information regarding our services and terms of engagement. Once an order is placed or written instruction is received, ENCAPS constitutes this as acceptance to this agreement.

Although care has been taken to provide an accurate quotation, ENCAPS reserves the right to amend the final invoice should the total m2 be larger or the scope of works change.

The structure should be free of protruding tubes/horns before our arrival. Damage as a result of protruding tubes shall not be covered under warranty. It is the responsibility of the client to ensure scaffold is designed and built to withstand any wind loadings resulting from scaffold sheeting. ENCAPS shall not be liable for any damage as a result of structural failure.

All Temporary roofs must be hand-railed with a 3 board wide run around the perimeter. Additionally, there must be at least two board runs every 2metres running adjacent with Beams. All working lifts must be boarded and clipped down on all levels with ladder access for operatives to reach all levels.

Installation expectations should be 150m2 per man per day with reasonable weather conditions. ENCAPS will plan closely with customer to pick a suitable day for an installation looking at short term Met Office forecasts (The client must be aware of potential weather delays at that time). We are not obliged to provide services in case of high winds (greater than 18-20mph) at our own discretion.

If attendance is requested by the client despite pre warnings of bad weather to an extent little or no output is achieved, this time will be chargeable at the rates below.

ENCAPS shall use all reasonable endeavours to meet performance dates, for the services specified in this order, but any such dates shall we estimates only. Time shall not be of the essence for the performance of services and ENCAPS will shall not be liable to pay any penalty in the event of late performance.

Where ENCAPS are not a fault, a minimum of £45/hour/man or £795 per day may be charged in cases of Lengthy Inductions on site; Delay or Disruption; Incomplete structures; poor access to the degree no work can be achieved; weather delays where our attendance was specifically requested by a customer (despite pre-warnings of weather forecasts).

RAMS that are sent for pre approval prior to ENCAPS arrival will be deemed as accepted unless stated otherwise. Should we arrive to site and these be refused on the day, we will be entitled to charge at the above rates. Furthermore any expenses associated with a

project that are wasted due to reasons above will also be chargeable, e.g. lengthy delays on a project where hotels have been pre paid and are non-refundable.

All goods remain the property of ENCAPS until full payment is received. In the case of a non payment, we uphold a 'Right to Entry' clause allowing us to re-possess goods without being liable for trespass.

ENCAPS shall not be liable to comply with warranty terms until full payment is received.

ENCAPS shall have no liability whatsoever to damage caused by external factors such as graffiti, other trades, birds/animals, equipment, machinery or exposure to anything not factored into the installation prior to the quotation or project completion certificate. Furthermore ENCAPS shall have no liability for costs incurred due to delays on site as a consequence of the weather or any other circumstance. No contract would ever be accepted where such costs would be litigated or an attempt of 'counter' charge pursued.

No temporary weather protection is 100% watertight; ENCAPS will not be liable for damages resulting from water ingress.