

Matt Gregory (Transport) Ltd

Corner Farm, Lawshall Road, Cockfield,
Bury St Edmunds, Suffolk. IP30 0JP

Terms and Conditions

To be read in conjunction with RHA Conditions of Carriage (2020)

Definitions

The Company – Means Matt Gregory (Transport) Ltd or a third-party haulier directly appointed by Matt Gregory (Transport) Ltd.

The Hirer – Means any person, company or individual who makes a booking with the Company to hire a vehicle for the purpose of movement of goods.

Basic Lifts (Lorry Mounted Crane)

For basic lifts involving no identified hazards or obstructions, Matt Gregory (Transport) Ltd will, on request, supply generic Risk Assessment and Method Statements prepared by an Appointed Person which details the lift process where no person from Matt Gregory (Transport) Ltd has made a site visit prior to the lift taking place.

Complex Lifts (Lorry Mounted Crane) where additional hazards have been identified

Matt Gregory (Transport) Ltd takes full responsibility for the planning and carrying out of the lifting operation. The Hirer has an obligation to supply information relating to the ground conditions including any underground services, voids or soft ground that may affect the stability of the lorry or crane and its wheels or stabilisers. Each lift will be assessed individually, and site-specific Risk Assessment and Method Statements will be produced if deemed necessary by the Appointed Person on the visit to the site prior to the lift. Complex lifts may require site visits, Appointed Persons, Slinger Signallers that will be supplied by Matt Gregory (Transport) Ltd.

All Day Hire

Unless otherwise agreed in writing, below summarises an All-Day Hire Agreement with Matt Gregory (Transport) Ltd.

- 1) We will supply a suitable vehicle, fitted with remote controlled lorry mounted crane with a fully trained and certified operator, who can carry out basic site installations.
- 2) 8 hours work on site plus travelling time.
- 3) Mileage is unlimited and will be charged accordingly.
- 4) No refund will be offered for any vehicle finishing within the 8-hour hire period.
- 5) After 8 hours, overtime will be charged per hour until the vehicle returns to our yard.
- 6) In the unlikely event of a breakdown, we will do whatever possible to find a replacement vehicle to complete the allocated work.

Cancellation Policy

All bookings are subject to our cancellation policy. All bookings from new (or non-account) customers will require full payment prior to the job date. All bookings from Account Customers must be paid in line with the terms agreed at the time of opening the account. Any booking cancelled 48 hours before the booking date will be refunded in full.

Any booking cancelled before 12 noon the day before the job will be charged at 50% of the booking price + VAT.

Any booking cancelled after 12noon the day before the job will be charged at 100% of the booking price + VAT. Matt Gregory (Transport) Ltd class the working week as Monday –

Friday). If we attend site but cannot complete the job for any reason beyond our control, including weather conditions, 100% of the booking fee will be charged + VAT.

Waiting Time

All bookings are priced based on loading or unloading being completed within one hour of arrival on site. Should there be a delay on loading or unloading Matt Gregory (Transport) Ltd will charge the Hirer waiting time, per hour or part thereof. It is the Hirer's responsibility to ensure that access to site is suitable for the equipment that has been booked. Any delay in entering or leaving a site where access is not suitable will be liable to waiting time and cancellation charges, should the job fail to go ahead. Waiting in line to be loaded at sites and factories will be liable to waiting time.

Site Conditions

It is the Hirer's responsibility to ensure a suitably responsible person is available to meet and escort the Company's Vehicle to and from the site entrance to the lifting area if required. The Company accepts no responsibility for damage to site ground or property while travelling on and off site. The hirer also agrees to pay for any recovery costs arising from The Company's vehicle becoming stuck in soft or unsuitable ground.

Loss or Damage to Goods being Transported or Lifted

All goods are accepted for carriage only subject to the RHA Conditions of Carriage 2020 (available on request). Additional insurance cover is available on request. All claims for damage must be made within 7 days of the alleged event. The Company accepts no responsibility for:

- Any loss or damage caused or contributed to by any defect in the property being handled, or by the application of slings, hooks or any other lifting equipment required.
- Any loss or damage to brittle objects.
- Any loss or damage caused by tree branches overhanging the highway.
- Any loss or damage caused by loads not being fit for transport or containing loose items.

Slings

It is the responsibility of the Hirer to notify us of any specific lifting requirements. The Company will supply their standard selection of slings and no responsibility is accepted for loss or delay if these are found to be unsuitable for the purpose required. The Company accepts no responsibility for damage caused by lifting accessories while slinging a load.

Consequential Damage

Matt Gregory (Transport) Ltd accepts no responsibility whatsoever for:

- Any consequential loss due to, or arising out of any breakdown, stoppage, delay, detention or non-arrival of the vehicle due to, or arising out of any defect whatsoever with the vehicle or load.
- Any damage to property beneath the wheels or to any overhead obstruction.

By booking any form of work with Matt Gregory (Transport) Ltd whether by email, verbally or any other means it is acknowledged that you, as the Hirer, accept the Terms and Conditions set out above.