



## Terms and Conditions of Workshop Services

### External Commercial, Industrial & Construction Servicing and Emergency Repairs

(to be read in conjunction with the CPA Model Conditions for the Hiring of Plant 2021, Tru Plant Supplemental Conditions V3 November 2025 & Long-Term Hire Addendum V1 November 2025)

#### 1. DEFINITIONS & INTERPRETATION

- a) **“Services”** means servicing, maintenance, inspection, repair, emergency call-out, breakdown attendance, diagnostics, remedial works and associated activities carried out by the Contractor in respect of plant, equipment, machinery or assets not owned by the Contractor.
- b) **“Emergency Services”** means Services requested outside normal working hours or requiring immediate attendance to prevent injury, environmental harm, material damage or operational shutdown.
- c) **“Client”** means the company, firm, person or other legal entity that instructs the Services, as identified in the Contractor’s quotation, call-out confirmation or invoice, and which shall be responsible for payment of the Services.
- d) **“Contract”** means the agreement comprising:
- the Contractor’s quotation or call-out confirmation;
  - these Terms and Conditions;
  - where applicable, the CPA Model Conditions and the Contractor’s Supplemental Conditions (which shall apply only to Plant Hire).
- e) **“Contractor”** means Tru7 Limited t/a Tru Plant (or such other group company as is expressly identified in the quotation, call-out confirmation or invoice), including its employees, agents and permitted subcontractors.

In the event of conflict, these Service Terms prevail for Services, and CPA conditions prevail for hire.

#### 2. SCOPE OF SERVICES

- a) The Contractor shall provide the Services using reasonable skill and care in accordance with recognised industry practice.
- b) The Contractor does not warrant that Services will:
- identify latent defects;
  - restore equipment to “as new” condition;
  - achieve any specific output, performance level or programme result.
- c) Services do not include design responsibility or fitness-for-purpose obligations unless expressly agreed in writing.

#### 3. ACCESS, INFORMATION & CLIENT RESPONSIBILITIES

- a) The Client shall:
- provide safe, unrestricted access;
  - ensure the site and equipment are safe and compliant;
  - supply accurate information regarding faults, history and operating conditions.
- b) The Contractor may suspend Services where conditions are unsafe or information is incomplete, without liability.

#### 4. EMERGENCY CALL-OUTS

Emergency Services are provided on a reasonable endeavours basis only.

- a) Response times are not guaranteed unless expressly agreed in writing.
- b) Emergency attendance does not constitute acceptance of ongoing maintenance responsibility.

#### 5. CHARGES & PAYMENT

- a) Unless otherwise agreed in writing, all Services shall be charged on a time and materials basis.
- b) **Labour Rates**
- Normal working hours are Monday to Friday, 08:00–16:30 (excluding Bank Holidays).
  - Labour shall be charged at £75.00 per hour, subject to a minimum charge of four (4) hours per attendance, including Emergency Services. Excluding travel time, which is charged as per d) i..
- c) **Out-of-Hours & Emergency Attendance**
- Emergency or out-of-hours attendance shall be subject to:
    - a fixed out-of-hours call-out charge of £200.00 per attendance; and
    - an on-call rate, where applicable, to be agreed by negotiation at the time of instruction.
- d) **Travel & Transport**
- Travel time shall be chargeable at the applicable labour rate.
  - Mileage shall be charged at £1.36 per mile.
  - Low-loader transport (where required) shall be charged at rates to be agreed by negotiation.
  - Reasonable subsistence and accommodation costs shall be charged at cost.
- e) **Materials, Parts, Consumables & Disposal**
- Parts, materials, consumables and disposal shall be charged at cost plus an agreed mark-up, currently 35% on cost, unless otherwise agreed in writing.
  - Availability of parts is not guaranteed and delays arising from supply chain constraints shall not give rise to any entitlement to compensation.
- f) **Quotations, Variations & Additional Works**

- Any quotation or estimate is non-binding unless expressly stated otherwise in writing.
- Additional or unforeseen works required for safety, compliance or completion shall be treated as a variation and charged in accordance with this clause.

#### g) Invoicing & Payment

- The Contractor may invoice upon completion of Services, at agreed intervals, or immediately following Emergency Services.
- Invoices are payable within 30 days of the invoice date.
- All sums shall be paid in full and without deduction, set-off or withholding.

#### h) Rate Adjustments

The Contractor reserves the right to adjust rates to reflect increases in wages, statutory contributions, fuel, materials or changes in law.

#### 6. VARIATIONS & ADDITIONAL WORKS

- a) Where additional work is required to complete or make safe the asset, the Contractor may proceed where:
- necessary for safety; or
  - expressly instructed by the Client.
- b) Such works shall be charged at prevailing rates.

#### 7. TITLE TO PARTS & MATERIALS

- a) Title to parts passes only upon full payment.
- b) Replaced parts may be retained or disposed of by the Contractor unless otherwise agreed.

#### 8. LIABILITY & RISK ALLOCATION

- a) The Contractor’s liability shall be limited to direct losses suffered by the Client to the extent caused by the Contractor’s proven breach of contract or negligence in performing the Services.
- b) The Contractor shall have no liability (whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise) for:
- loss of profit, loss of revenue, loss of anticipated savings or loss of goodwill;
  - loss of production, loss of business, loss of contract or business interruption;
  - loss of use of any plant, equipment, asset, site or facility;
  - delay, disruption, programme impact or any purported liquidated damages or penalties;
  - any indirect or consequential loss or damage, howsoever arising.
- c) The Contractor’s total aggregate liability arising out of or in connection with the Services (whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise) shall be capped at the lower of:
- 10% of the total charges paid and/or payable for the Services in the preceding 12 months; or
  - £25,000.00.
- d) Nothing limits liability for death or personal injury caused by negligence or for fraud.
- e) The Client shall take all reasonable steps to mitigate any loss or damage. Where the Contractor is responsible for defective Services, the Contractor shall be given a reasonable opportunity to re-perform or rectify the affected Services (where practicable) before the Client incurs third-party costs, except where urgent action is required for safety or to prevent material damage.

#### 9. CLIENT INDEMNITIES

- a) The Client shall indemnify the Contractor against claims arising from:
- unsafe site conditions;
  - inaccurate information;
  - pre-existing defects;
  - statutory non-compliance not caused by the Contractor.

#### 10. INSURANCE

- a) Each party shall maintain insurance appropriate to its obligations.
- b) No obligation is accepted to provide bonds, warranties, guarantees or parent company guarantees.

#### 11. SUSPENSION & TERMINATION

- a) The Contractor may suspend Services for non-payment after giving reasonable notice.
- b) Either party may terminate on written notice for material breach not remedied within a reasonable period.
- c) Accrued rights and payment obligations survive termination.

#### 12. FORCE MAJEURE

Neither party shall be liable for failure to perform due to events beyond reasonable control.

#### 13. GOVERNING LAW & JURISDICTION

This Contract shall be governed by the laws of England and Wales, with exclusive jurisdiction of the English courts.