

# EMILY'S ROAD MARKING

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## EMILY'S TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

### General

The Company – Emily's, Emily's Road Marking & Roadforce Roadmarking are all trading names of Emily's Maintenance Services Ltd, and henceforth all references to "The Company", "Emily's" or "Roadforce" shall mean Emily's Maintenance Services Ltd.

The Customer means the individual, partnership or company purchasing the services from Emily's.

No terms or conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract

No order placed by the Customer shall be deemed to be accepted by The Company until a written acknowledgement of order is issued by The Company.

Waiting or non-productive time (whether or not caused by the Customer but excluding that resulting from inclement weather conditions where Customers have not asked for work to go ahead regardless of such weather conditions) will be charged at the hourly cost of labour and plant.

The Customer shall be responsible for setting-out the works, or for overseeing and confirming the correct setting-out of works by The Company's personnel. Any errors in setting out shall be the Customer's sole responsibility.

### Quotations

All quotations are provided on the strict understanding that any errors or omissions made are not binding on Emily's. For example; where individual item rates are correct but incorrectly totaled, Emily's will charge the correct individual rates multiplied by the number of items supplied.

Rates quoted by The Company are based on quantities requested by the Customer. Any reduction or increase in quantities requested is subject to acceptance by the Company and if so accepted, the rate previously quoted will be adjusted accordingly. All quantities are subject to re-measure on site unless quoted as a "lump sum" on our quotation.

All quoted rates are subject to VAT at the statutory rate at the time of invoice.

### Traffic Management

Traffic Management is not included in any quotation unless specifically itemized on that quotation. Work cancelled due to lack of Traffic Management will be considered the Client's responsibility.

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It is the Client's responsibility to ensure that the entire work area is clear, including areas not to be marked but required for setting out purposes.

Traffic Management plans can be provided at additional cost.

## SERVICE SPECIFIC TERMS

### Hydroblasting

Hydroblasting may cause scarring on any surface it is used on, and the onus will be on the Customer to attend, supervise and observe any work to ensure that work is being carried out to the Customer's satisfaction. No claim will be accepted for any error or omission if the customer or his representative is not in attendance during the duration of the works. All works will be carried out under the Customer's instructions and responsibility.

On large Hydroblasting Contracts it may be necessary for the Hydroblaster to leave site to replenish water stocks if there is no availability of facilities on site. Time taken to complete these tasks will be chargeable to the customer as part of the shift.

No allowance is made in any Hydroblasting quotation for traffic management or Assessment unless clearly itemized on the quotation. Customers are responsible for provision of both unless specifically requested at the time of enquiry together with any methodology.

Hydroblasting will leave surfaces damp/wet.

### Line Marking

Availability of external line marking services is always subject to weather conditions which are rarely predictable to any great degree. No responsibility is accepted for any delay due to adverse weather conditions or any costs that the Customer may incur due to our inability to carry out marking works for this reason.

Marking materials will not be applied to surfaces in conditions outside the manufacturer's specifications (i.e. where the surface is not clean or dry, or the temperature is less than 5 degrees centigrade) unless a disclaimer has been signed by the customer. Without limitation, The Company shall not be liable for Services performed in conditions which are not in accordance with the manufacturer's specifications.

Emily's shall not be responsible for removing any redundant markings unless this is stipulated in the acknowledgment of order. Removal of redundant markings will be carried out by the most appropriate method (as determined by Emily's, in its sole discretion) and the rate stipulated in Emily's acknowledgement of order shall be to remove a maximum thickness of materials of 3mm (the rate for anything in excess of 3mm shall be subject to further negotiation). Without limitation, Emily's does not guarantee the complete erasure of all markings on all surfaces, nor shall Emily's be liable for any surface scarring which may result.

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Setting-out marks in non-permanent crayon will disappear naturally, and removal of such marks has not been provided for in Emily's rates. Emily's reserves the right to levy an extra charge if the customer requests and Emily's agrees to remove any setting-out marks.

Block paving, concrete, very smooth power floated surfaces or surfaces which are less than 3 months old are not considered to be suitable surfaces for the application of marking materials and the performance of marking materials applied to any of these surfaces cannot be guaranteed. With thermoplastic marking materials, which are formulated to bond to bitumous surfaces, it is not generally possible to achieve adequate adhesion (even if tack coats are used) as a relative movement between surface blocks results in the thermoplastic cracking after a short period of time. Chlorinated rubber, acrylic or epoxy paints to road marking standards tends to wear out quickly due to the abrasive qualities of the surface blocks and the sand use in the gaps between blocks. Very smoother surfaces do not provide the required mechanical bond and any preparation of the surface prior to the application of marking materials such as blasting/etching etc. may compromise the surface structure. Emily's requires that a disclaimer be signed before undertaking such work. Without limitation Emily's shall not be liable for Services involving the application of marking materials to unstable surfaces.

Colour stability of marking materials cannot be guaranteed, as colour stability is dependent on location and environmental conditions. Lines will become dirty when used in an indoor environment and will require routine washing by the Customer.

When re-covering existing markings, the resulting finish will depend on the condition and integrity of the existing lines. Where parts of the original markings are damaged or missing, a variation in thickness will result. Customers should give special consideration as to the required overall thickness when lines are re-covered, as trip hazards and drainage problems may result from the use of materials of inadequate thickness, for which Emily's shall not be liable.

The performance of materials and durability of paint and paint based surface treatments cannot be guaranteed, as this is dependent on surface type, condition and the wear to which it is subjected.

## **Pre-Formed Markings**

Once orders have been placed with manufacturers for pre-formed materials, any cancellation from the customer will still incur the cost of the product.