

## **TERMS AND CONDITIONS**

### **1. Definitions**

For the purpose of these Terms and Conditions,

“the Company” refers to FD Traffic Management Limited.

“The Client” refers to the individual, company, public body, or authority requesting services/hire from the Company.

“Services” shall mean the provision, installation, maintenance, and removal of temporary traffic management systems, site surveys, CAD TM Drawings.

“TM Equipment” includes all temporary traffic management apparatus such as signage, cones, barriers, traffic signals, and other related infrastructure.

“Works” means the activities, events, or construction projects for which the traffic management services are required.

“Day” means 24 hours

“Week” 5 working days - Monday to Friday

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### **2. Scope of Service**

FD Traffic Management Limited agrees to provide temporary traffic management services in accordance with the details agreed in writing with the Client. This includes traffic management planning and design, installation and removal of traffic control measures, supervision or on-site attendance (where applicable), and liaison with relevant local authorities or statutory undertakers if required. Any additional services beyond the original agreement shall be subject to written approval and may incur additional charges. The Plant/Equipment is offered subject to stock being available to the Owner at the time required by the Hirer.

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### **3. Client Responsibilities**

The Client shall provide the Company with accurate and complete information regarding the location, timing, and nature of the Works. The Client is responsible for securing any necessary permits, Section 50 or 74 notices, or other regulatory approvals unless agreed otherwise in writing. The Client must ensure that FD Traffic Management Limited operatives are granted safe and unrestricted access to the site and that any known hazards or specific site conditions are disclosed in advance. It is the Client's responsibility to ensure that all third parties on site, including subcontractors, do not interfere with or remove any traffic management equipment unless authorised by the Company.

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### **4. Compliance with Law**

FD Traffic Management Limited shall perform its services in compliance with all applicable UK legislation and regulations, including but not limited to the Health and Safety at Work Act 1974, the New Roads and Street Works Act 1991, the Traffic Signs Regulations and General Directions, and Chapter 8 of the Traffic Signs Manual. The Client is also responsible for ensuring that the Works being

carried out comply with all relevant legislation, including obtaining any licenses or consents needed for road space or lane closures.

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## **5. Risk Assessments and Method Statements (RAMS)**

Risk Assessments and Method Statements will be provided by the Company where required or upon request. It is the Client's duty to ensure these documents are communicated to all relevant parties and that the measures contained therein are respected on site.

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## **6. Cancellations and Variations**

If a confirmed booking is cancelled, the following charges will apply: where more than 24 hours' notice is given, no charge shall apply; where cancellation occurs between 12 and 24 hours prior to the scheduled time, 50% of the agreed rate shall be charged; where cancellation occurs less than 12 hours before the scheduled time or upon arrival on site, 100% of the agreed rate will be invoiced. Any change to the agreed specification, scope, time, or site access must be confirmed in writing and may result in a revised quotation.

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## **7. Delays and Waiting Time**

Where the Company is delayed on site due to access restrictions, unready sites, or delays caused by third parties, the Company reserves the right to charge for waiting time at the agreed hourly rate. If operatives or equipment are booked but not used due to site issues or last-minute changes, full charges may still apply.

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## **8. Use and Security of Equipment**

All traffic management equipment remains the property of FD Traffic Management Limited unless otherwise agreed in writing. Equipment must not be moved, altered, or tampered with by the Client or third parties. The Client accepts full responsibility for all equipment while on hire or deployed on their site, including for any theft, vandalism, accidental damage, or loss. The Client agrees to pay the full replacement cost of any equipment not returned or returned in a damaged condition, except for fair wear and tear. The Client shall not move the TM Equipment from the site to which it was delivered or installed unless prior consent is obtained from the Company, such consent to be confirmed in writing via email. Any hires which the Client requires the Company to complete battery changes must not be moved from the site address given. If the TM Equipment is re-located from the hire location provided and the Company not updated via email of the new location any cancellation charges for failed battery changes will be fully chargeable on top of the battery change which would still be required. It is the clients responsibility to ensure the Company us updated of any new location updates where servicing is required. The Client shall not sub-let or lend the plant/equipment without consent from the Company.

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## **9. Insurance and Liability**

FD Traffic Management Limited holds public liability insurance, employer's liability insurance, and professional indemnity insurance to cover its activities. The Company shall not be liable for indirect or

consequential loss, including but not limited to loss of profit, delay, or reputational damage, arising out of or in connection with the provision or non-provision of its services. The Client agrees to indemnify the Company against any claims, damages, or legal costs arising from the Works, except where caused by the Company's negligence or breach of statutory duty.

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## **10. Site Supervision and Maintenance**

Where the Company is not contracted to supervise the site, the Client shall take full responsibility for regular inspection and maintenance of the traffic management installation. In accordance with NHSS 12D requirements, where applicable, the traffic management must be inspected at least every four hours during working hours. FD Traffic Management Limited can provide this service upon request, and it must be agreed in writing in advance. If the TM Equipment is involved in an accident resulting in injury to persons or damage to property, immediate notice must be given to the Company confirmed in writing via email. Any claim not written/emailed, the Client agreement for indemnity, no admission, offer, promise of payment or indemnity shall be made by the Client without the Company's consent in writing.

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## **11. Payment Terms**

All invoices issued by FD Traffic Management Limited are due strictly within 30 days from the date of issue unless otherwise agreed. Invoices will be sent electronically. Where payment is not received by the due date, the Company reserves the right to charge statutory interest and late payment compensation in accordance with the Late Payment of Commercial Debts Regulations 2013. Continued non-payment may result in suspension of services and legal action.

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## **12. Termination of Services**

The Company reserves the right to terminate services without notice where the Client is in breach of these Terms and Conditions, has not made due payment, is subject to insolvency or administration, or where site conditions are deemed unsafe. Upon termination, the Company reserves the right to recover its equipment and charge for any loss or damage incurred.

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## **13. Force Majeure**

The Company shall not be held liable for any failure or delay in performing its obligations due to circumstances beyond its reasonable control, including adverse weather, labour disputes, civil unrest, acts of terrorism, or failure of suppliers or subcontractors.

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## **14. Ownership of Documentation**

Any drawings, plans, or documents provided by the Company remain its intellectual property and must not be copied or shared with third parties without written consent.

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## **15. Governing Law**

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of England and Wales. Any dispute arising in connection with this agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

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## **16. Acceptance**

By instructing FD Traffic Management Limited to undertake traffic management services, the Client confirms their acceptance of these Terms and Conditions in full.