

Wolf Lifting Dynamics Ltd – Terms & Conditions

(Company Logo Placeholder)

Effective Date: 01 November 2025

Company No: 16788596

Tel: 0330 043 5690 Email: info@wolflifting.uk

1. Definitions

'Company' means Wolf Lifting Dynamics Limited. 'Client' means any individual, firm, or organisation engaging the Company for Services. 'Services' means consultancy, planning, auditing, supervision, training, documentation, and/or contract lifting services provided by the Company. 'Agreement' means the contract formed between the Client and the Company upon written acceptance of a quotation, proposal, or instruction to proceed. 'Contract Lifting Services' means the supply of a managed and supervised lifting operation, including equipment, personnel, and documentation, carried out under LOLER and BS7121.

2. Scope of Services

The Company agrees to provide the Services as specified in the agreed quotation or proposal. All work will be performed using reasonable skill and care and in compliance with applicable legislation and industry best practice. Quotations are valid for 30 days unless otherwise stated. Where the Client requires both consultancy and contract lifting activities, these terms apply jointly to all aspects of the work.

3. Client Responsibilities

The Client shall provide accurate and complete information necessary for the safe and efficient performance of the Services; ensure that access, ground conditions, and site arrangements are suitable for the Company's personnel and equipment; obtain any necessary permissions; and retain ultimate responsibility for site safety and the actions of its personnel and subcontractors. Where Contract Lifting Services are provided, the Client authorises the Company to assume control of lifting operations within the agreed scope and parameters.

4. Fees and Payment

All prices are exclusive of VAT. Unless otherwise agreed, payment is due 14 days from the invoice date. Late payments may incur interest at 4% above the Bank of England base rate, plus administrative costs under the Late Payment of Commercial Debts Regulations 2002. Additional or varied work requested by the Client will be charged at standard hourly or daily rates. The Company reserves a lien on Client goods or materials in its possession until payment is received in full.

5. Cancellations and Delays

If a confirmed booking is cancelled by the Client: more than 48 hours' notice – no charge; less than 48 hours – 50% of quoted fee; same-day cancellation or no-show – 100% of quoted fee. For Contract Lifting Services, any delay, cancellation, or site condition preventing safe execution may incur additional charges. The Company may postpone or suspend work if it deems site conditions unsafe, without liability for resulting delay or cost.

6. Liability and Insurance

The Company maintains appropriate Professional Indemnity, Public Liability, and Employers' Liability insurance. Evidence is available upon request. The Company's liability for loss or damage is limited as follows: (a) to Contract Goods – £25,000 per incident; (b) for all other loss, damage, or injury – £5,000,000 per incident; (c) for consultancy-only services – limited to the total fees paid for the relevant work. The Company shall not be liable for indirect or consequential loss including loss of profit, business, or opportunity.

7. Appointed Person Disclaimer

The Appointed Person shall act with reasonable skill and care in accordance with industry standards. However, the Client acknowledges that ultimate site and operational responsibility remains with the Client and that the Company's liability shall remain limited as per Section 6 of these Terms.

8. Health, Safety & Compliance

The Company's personnel will comply with site safety rules and statutory requirements. The Client must ensure that all site operations are conducted safely and in accordance with legal obligations. The Company reserves the right to stop work if unsafe practices or conditions are identified.

9. Confidentiality & Data

All Client information, drawings, and documents will be treated as confidential and used solely for the performance of the Services. Personal data will be handled in accordance with UK GDPR requirements.

10. Intellectual Property

All lift plans, reports, templates, and related materials produced by the Company remain the intellectual property of Wolf Lifting Dynamics Ltd. The Client is granted a non-transferable licence to use such materials for internal project purposes only.

11. Termination

Either party may terminate the Agreement in writing if the other party commits a material breach and fails to remedy it within 14 days. Upon termination, the Client shall pay for all work completed up to the termination date.

12. Governing Law and Dispute Resolution

These Terms and Conditions are governed by and construed in accordance with the laws of England and Wales. Any dispute shall be subject to the exclusive jurisdiction of the English courts. Either party may refer disputes relating to lifting or construction-related work to adjudication under the Scheme for Construction Contracts (England and Wales) Regulations 1998.

13. Acceptance

By commissioning Services or allowing the Company to commence work, the Client confirms acceptance of these Terms and Conditions in full.

For and on behalf of Wolf Lifting Dynamics Ltd _____ Date: _____

For and on behalf of Client _____ Date: _____

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