

Mechanical Removals & Installations Ltd
M.R.I, Wharf Road, Denton Slipways Site
Gravesend, Kent, DA12 2RU
W3W: parks.humans.pitch
Tel: 01474 354500
Email: mark@mri-online.co.uk



PLANT & MACHINERY MOVEMENT / CRANAGE CONTRACT LIFTING / TRANSPORT / STORAGE

Document title	Terms & Conditions
Company	Mechanical Removals & Installations Ltd ("MRI Ltd")
Document owner	Managing Director
Version	1.0
Policy Number:	T&C-01
Approved by	Mark Collier Snr, Managing Director
Approval date	21/01/2026
Effective date	21/01/2026
Next review date	21/06/2026

TERMS & CONDITIONS POLICY

Mechanical Removals & Installations Ltd (MRI Ltd)

- **Company Name:** Mechanical Removals and Installation Ltd (MRI)
- **Registered Company Number:** 03460248
- **Registered Office Address:** Highfield House, White Horse Road, Holly Hill, Meopham, Kent, DA13 0UB
- **VAT Registration Number:** 710 2205 06
- **Official Notice Contact:** projects@mri-online.co.uk

1. General Application and Governance

- 1.1. These terms and conditions apply to the provision of all goods and services, including plant movement, storage, and contract craneage, by Mechanical Removals and Installation Ltd (hereafter "MRI").
- 1.2. Any variations to these terms are allowable only with the express written agreement of the Managing Director of MRI. No other terms and conditions shall apply.
- 1.3. Any terms specified by the Client on an order form, letter of instruction, purchase order, or articles of agreement shall not be binding on MRI and are expressly rejected.
- 1.4. This contract does not create any right enforceable by any person not a party to it under the Contracts (Rights of Third Parties) Act 1999.

2. Quotations and Validity

- 2.1. Unless otherwise specified in writing, all quotations are open for acceptance for a period of 6 months from the date of issue, after which they may be subject to review or withdrawal by MRI.



Mechanical Removals & Installations Ltd
M.R.I, Wharf Road, Denton Slipways Site
Gravesend, Kent, DA12 2RU
W3W: parks.humans.pitch
Tel: 01474 354500
Email: mark@mri-online.co.uk



PLANT & MACHINERY MOVEMENT / CRANAGE CONTRACT LIFTING / TRANSPORT / STORAGE

2.2. All quoted prices are exclusive of VAT at the current applicable rate.

3. Site Information, Inspections & Delays

3.1. Reliance on Client Information: Unless a physical site inspection has been formally conducted and signed off by an MRI Appointed Person, MRI relies entirely on the accuracy and completeness of the drawings, structural data, and site information provided by the Client. MRI shall under no circumstances be "deemed" to have inspected the premises.

3.2. Inaccurate Data: If inaccuracies in the Client's information hinder or prevent MRI from providing the service, MRI reserves the absolute right to charge any resulting costs to the Client or terminate the contract.

3.3. Standing Time: Any delays, access restrictions, delayed deliveries by others, or unforeseen hold-ups that occur through no fault of MRI and result in additional hours or days on site will incur additional charges at MRI's standard standing rates.

4. Time of Performance & Variation of Services

4.1. Estimated Timelines: Any dates or schedules quoted for commencement or completion of services are estimates only. Time for performance by MRI shall not be of the essence. MRI shall not be liable for any direct or indirect losses resulting from reasonable operational delays.

4.2. Variations: The Client may request changes to the scope of services; this must be by the issue of a Site Instruction. MRI reserves the absolute right to reject any variation that disrupts operational scheduling. All varied prices and scope changes must be agreed upon in writing by the Client before the varied works commence.

5. Intellectual Property & Confidentiality

5.1. All intellectual property rights (IPR) in any specifications, method statements, CAD drawings, lift plans, or materials prepared by MRI shall belong exclusively to MRI.

5.2. The Client and its agents shall not disclose, copy, or use these for any purpose other than the implementation of this specific contract without MRI's prior written consent.

5.3. Both parties agree to keep confidential all pricing, methodologies, and commercial information shared during the execution of this contract.

5.4. Operational Methodology: Where MRI supplies drawings (including CAD Lift Plans) or documentation to the Client, such materials are strictly for operational methodology and lifting logistics. They do not constitute structural engineering guarantees, and MRI accepts no liability for the structural integrity of the Client's premises.

6. Warranties, Waiver & Severability

6.1. Express Warranties: MRI warrants only that services shall be rendered by appropriately experienced and qualified personnel with reasonable skill and care. All other warranties, whether express or implied by statute or common law, are strictly excluded to the fullest extent permitted by law.

6.2. Waiver: Failure to exercise any right or remedy shall not constitute a waiver of that right. Waivers must be in writing.

6.3. Severability: If any provision is deemed illegal or unenforceable, the remaining provisions shall continue in full force. If an unenforceable provision fundamentally affects MRI's liability caps or payment rights, the parties shall immediately negotiate a substitute provision achieving the identical economic effect.

7. Health, Safety, Statutory Compliance & Conflicts

7.1. MRI shall comply with the Health and Safety at Work etc. Act 1974. Both parties shall promptly notify each other of any health and safety hazards existing or arising.

7.2. Statutory Compliance: MRI shall ensure full compliance with the Bribery Act 2010 and the Modern Slavery Act 2015.



Mechanical Removals & Installations Ltd
M.R.I, Wharf Road, Denton Slipways Site
Gravesend, Kent, DA12 2RU
W3W: parks.humans.pitch
Tel: 01474 354500
Email: mark@mri-online.co.uk



PLANT & MACHINERY MOVEMENT / CRANAGE CONTRACT LIFTING / TRANSPORT / STORAGE

7.3. Conflicts of Interest: MRI shall take reasonable steps to ensure no personnel are placed in a position of conflict of interest. MRI will disclose any such conflict immediately upon becoming aware of it, without assuming liability for inadvertent conflicts.

8. Record Keeping, Personnel & Site Access

8.1. Record Keeping: MRI shall maintain accurate records of the contract for three years post-completion. The Client may request access to such records only where strictly required by law or regulatory audit.

8.2. Personnel Removal: Should the Client demand the removal of any MRI operative from the site, they must provide reasonable, documented, and lawful grounds in writing. The Client shall be strictly liable for any resulting downtime, standing charges, or replacement logistics costs caused by this removal.

8.3. Site Access: Any land or premises made available to MRI by the Client shall be free of charge and used solely for contract performance. The Client shall take all necessary steps to prevent unauthorized persons from entering active work zones.

9. Assignment, Sub-Contracting & Non-Solicitation

9.1. MRI shall not assign or sub-contract the entirety of the contract without the prior written consent of the Client.

9.2. Sub-Contractor Liability Cap: While MRI remains responsible for the acts of its approved sub-contractors, any liability arising from such sub-contractors is strictly subject to the exact same financial caps and consequential loss exclusions as MRI's own liability.

9.3. The Client shall not assign or sub-contract any of its rights under this contract to any third party without the express, prior written consent of MRI's Managing Director.

9.4. Non-Solicitation: The Client agrees that during the term of the contract and for 12 months thereafter, it shall not directly or indirectly solicit, entice away, or employ any MRI operative, Appointed Person, or staff member.

10. Contract Price, Escalation, Lien & Payment

10.1. Continuous Material Escalation: MRI reserves the absolute right to increase the contract price at any time, both before and during the execution of works, to reflect any significant increase in the cost of executing the services beyond MRI's control (e.g., severe fluctuations in fuel, third-party crane hire, or transport tariffs).

10.2. Payment Terms: Payment will be made strictly within 30 days of receipt of invoice. Strictly no retentions or Liquidated Ascertained Damages (LADs) are accepted.

10.3. Right to Suspend Works: Time for payment shall be of the essence. If the Client fails to pay any undisputed invoice within 30 days, MRI reserves the absolute right to suspend all further services, storage releases, and lifting operations upon giving 7 days' written notice, until full payment is received.

10.4. General Right of Lien: MRI shall have a general lien over all plant, equipment, and goods belonging to the Client in MRI's possession for any outstanding, undisputed debts. If payment is not received within 60 days of the due date, MRI reserves the right to sell or dispose of the goods to recover the debt and associated costs.

10.5. Recovery & Interest: Monies not paid within 30 days incur interest at the Bank of England base rate plus 8%, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, plus reasonable debt recovery costs.

11. Liabilities, Indemnity & Insurance

11.1. Indemnity: MRI shall indemnify the Client against claims for death, personal injury, or property damage caused directly by MRI's negligence, provided the Client did not contribute to the loss.

11.2. Exclusion of Consequential Loss: MRI shall under no circumstances be liable to the Client for any loss of profit, loss of revenue, loss of business, loss of goodwill, or any indirect or consequential loss.



Mechanical Removals & Installations Ltd
M.R.I, Wharf Road, Denton Slipways Site
Gravesend, Kent, DA12 2RU
W3W: parks.humans.pitch
Tel: 01474 354500
Email: mark@mri-online.co.uk



PLANT & MACHINERY MOVEMENT / CRANAGE CONTRACT LIFTING / TRANSPORT / STORAGE

11.3. Liability Cap: MRI's total aggregate liability to the Client shall be strictly capped at the total value of the contract or the limit of MRI's relevant insurance policy, whichever is the lesser.

11.4. Exemptions: MRI is not liable for loss resulting from defects in the contract goods (including lifting points), inaccurate Client information, Client instructions, unforeseen ground conditions, or delays out of MRI's control.

12. Default, Termination & Cancellation

12.1. Termination on Default: Either party may terminate immediately if the other commits a fundamental breach not remedied within 30 days, or enters insolvency.

12.2. No Termination for Convenience: The Client shall have no right to terminate this contract for convenience. Should the Client cancel without cause, they shall be instantly liable for 100% of the total contract value, minus any third-party costs MRI can reasonably mitigate.

13. Force Majeure

13.1. Neither party shall be liable for delays resulting from circumstances beyond their reasonable control (e.g., severe weather, industrial action, pandemic restrictions).

13.2. Financial Obligations: A Force Majeure event shall not relieve the Client of their absolute obligation to pay MRI for services executed, plant procured, or ongoing storage fees incurred during the disruption.

14. Site Operations, Waste Removal & Authority Revocation

14.1. On completion, MRI shall remove its plant and equipment and leave the work area tidy.

14.2. Hazardous Materials Exclusion: MRI's obligation to clear away rubbish is strictly limited to non-hazardous redundant plant. MRI strictly excludes the handling of unforeseen hazardous materials (e.g., asbestos). Should such materials be encountered, MRI will suspend works, and all resulting delays and specialist removal costs shall be borne entirely by the Client.

14.3. Authority Revocation: If MRI or the Client arranges local authority permits (road closures, suspensions), MRI holds no liability if the authority revokes the permissions. If works are aborted due to revoked permits or access failure, the Client remains fully liable for the day's contract charges.

15. Specific Provisions: Contract Lifts (AP-Led)

15.1. CPA Guidelines: All Contract Lifts are strictly governed by these terms in conjunction with the CPA (Construction Plant-hire Association) Standard Terms and Conditions.

15.2. Ground Conditions: It is the Client's absolute responsibility to prepare and maintain the ground. Where a crane is sited on non-public property, the Client must confirm the ground can safely withstand the specified weights. MRI accepts no liability for ground failure.

15.3. Cancellation Windows: Notifications of cancellation must be made formally via email. If notice is given outside the following windows, the first day's full hire and mobilisation costs will be charged:

- Plant Movement (No Crane): 2 clear working days prior.
- Cranes up to 350T & Mobile Tower Cranes: 3 clear working days prior.
- Cranes 450T – 750T: 4 clear working days prior. Cancellation charges are only variable subject to written approval from MRI's Managing Director.



Mechanical Removals & Installations Ltd
M.R.I, Wharf Road, Denton Slipways Site
Gravesend, Kent, DA12 2RU
W3W: parks.humans.pitch
Tel: 01474 354500
Email: mark@mri-online.co.uk



PLANT & MACHINERY MOVEMENT / CRANAGE CONTRACT LIFTING / TRANSPORT / STORAGE

16. Disputes, Adjudication and Law

16.1. Statutory Adjudication: The parties agree that any dispute or difference arising out of or in connection with this contract may be referred to adjudication at any time under the Housing Grants, Construction and Regeneration Act 1996 (as amended).

16.2. Jurisdiction: Subject to the right of adjudication, the contract shall be governed by and interpreted under English Law and subject to the exclusive jurisdiction of the courts of England and Wales.

17. Approval

Approved by:

Mark Collier Snr

Managing Director

Mechanical Removals & Installations Ltd

18. Contact

For further information or to submit a complaint:

compliance@mri-online.co.uk

01474 354500

