



SITE SERVICES ADDENDUM - CUSTOMERS

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1. INTERPRETATION

- 1.1 This addendum shall apply in addition to our terms and conditions for the supply of goods and services (the “**Main Terms**”), and any other documents incorporated into the Contract.
- 1.2 Terms defined in the Main Terms shall, where the context so permits, have the same meaning in this addendum.
- 1.3 In the event of a conflict between the provisions of this addendum and the Main Terms, then this addendum shall prevail in relation to Services which we perform at your site (or where applicable, any other site at which the Services are designated to be performed which is not owned by us) (“**Site**”), whereas the Main Terms shall prevail in relation to any other matter.

2. LUMP SUMS

- 2.1 For the duration of our personnel’s attendance at the Site, we will invoice you (i) a lump sum of £250 plus VAT per person per day and (ii) a charge for all travel at 45p per mile plus VAT (together, “**Incidentals Fee**”) in respect of accommodation and food. In the event that our actual costs (evidenced by receipt) are in excess of the Incidentals Fee, then we shall be entitled to also invoice you for the additional cost to us over and above the Incidentals Fee.
- 2.2 Where our personnel demobilize from Site or suffer down-time at Site as a result of a suspension of the Contract by us, or because you are not ready for our personnel to perform the Services when they arrive on Site (including without limitation where the Site is not in a condition reasonably conducive to the performance of the Services at that time) or for any other reason for which we are not responsible, then for the avoidance of doubt (i) paragraph 2.1 above will continue to apply at all times except where our personnel are at their home



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base between mobilizations; and (ii) the rates set out in clause 3 will continue to apply at all times except where our personnel are at their home base between mobilizations.

3. DAILY RATES

3.1 Our daily rates for personnel are as follows:

3.1.1 For Customer's Project Managers - £250 plus VAT;

3.1.2 For any other personnel – as specified in the Customer Order Confirmation.

3.2 Our usual working hours, unless agreed otherwise with you in writing by us, are 9.00 am to 5.00 pm on Monday to Friday, excluding Bank Holidays or other public holidays (“**Working Day**”). Unless we have agreed in writing to do so, we do not charge daily rates on a pro rata basis, so any part days worked will be charged as a full day.

3.3 Where our personnel commence work prior to 9.00AM or continue to work past 5.00PM on a Working Day, then each additional hour or part hour shall be charged at 1/8th of the daily rate in accordance with clause 3.1 multiplied by 1.4.

3.4 Where our personnel work on a day other than a Working Day, then (unless a higher rate of surcharge is agreed in writing in advance of such working) such work shall be charged in accordance with paragraphs 3.2 and 3.3 above except that an additional 50% surcharge will be added to all rates.

3.5 Our personnel are governed by various pieces of legislation relating to mandatory breaks and rest periods. We require our staff to comply with such legislation, and you may not request our staff to waive breaks or rest periods which they are not permitted to waive under such legislation. Such mandatory breaks and rest periods shall be included within the chargeable



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time for work done under this contract, and you may not reduce any daily rate by reference to our personnel having taken such mandatory breaks and rest periods.

4. CUSTOMER OBLIGATIONS

- 4.1 Your overriding responsibility is to ensure that our personnel are working on a safe and secure Site and working environment.
- 4.2 Upon arrival, you will give (or procure that the Site owner/controller/manager gives) each member of our personnel a Site induction. This induction shall be in sufficient detail to allow our personnel to perform the Services safely and to give them the necessary information to know how they should respond in an emergency on the Site.
- 4.3 If any member of our personnel reasonably believes that the Site, or the particular area or location in which they are working, is unsafe, then they shall be entitled to cease performance of the Services and leave the area/Site. You will take, or procure that the Site owner/controller/manager takes, immediate and effective action to remedy the issue. For the avoidance of doubt, our personnel shall be entitled to form this reasonable opinion at any time whilst they are on Site (including where they attend Site on several occasions).
- 4.4 You will provide all utilities (heat, light, electricity, etc.), toilet and washing facilities, internet and telephone facilities, personal protective equipment (as required for the relevant work), first aid facilities, skip or other suitable rubbish facilities, lighting, crane/cherry picker (where required by us), and any other facility or assistance either specified in the Contract, in line with any guidance issued by the Health & Safety Executive or otherwise as reasonably requested by us.



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4.5 Where our personnel are awaiting or attending a Site induction, or where they experience downtime as a result of unsafe conditions and/or a failure by you to comply with your obligations in paragraph 4.4 above or the Contract generally, any such time shall continue to be chargeable in accordance with paragraph 3 above.

5. CLEAN DOWN

5.1 Unless expressly agreed in the Customer Order Confirmation, it is not part of our personnel's responsibility to remain on Site following completion of the Services for a "clean down" of the shipping container or surrounding area. This is a matter which either your personnel or other contractors should perform on your behalf.

5.2 If our personnel agree to remain on Site until such "clean down", then the standby and "clean down" time shall be chargeable in accordance with paragraph 3 above.

6. POLICIES AND PROCEDURES

6.1 Unless expressly set out in our Customer Order Confirmation, we do not produce a bespoke risk assessment and/or method statement for each Contract. If you do require such documents but have not included them in the Order, then this will constitute a variation to the Contract, which like all variations may lead to a cost and time increase (and will, as per the Main Terms, require our written agreement to become part of the Contract).

6.2 You will provide us with the Site health and safety policy and any insurance policies requested by us not less than 14 days in advance of our mobilization to Site, along with any other applicable policies which will apply to our personnel.



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- 6.3 You will notify us not less than 14 days prior to our mobilization to Site if a hot works permit is required for the Site or the Services. Where such a permit is required, it shall be your responsibility to ensure that it is in place prior to mobilization.
- 6.4 It shall be your responsibility to ensure that none of your employees, contractors, or any other people are in the vicinity of our work area on the Site, in order to ensure that no one is put at risk by our performance of the Services. You will ensure that the work area is blocked/coned off. You will also ensure that no other people are working or otherwise present in the vicinity of our work area in such a way that interrupts our performance of the Services, having regard to the fact that any such delay may lead to cost and time increases in relation to our Services which will be borne by you.
- 6.5 You will take any necessary measures to protect the Site from overspray – it being a point expressly within your knowledge that such overspray will almost certainly occur during our performance of the Services.
- 6.6 You will be responsible for assessing the necessity for, and then obtaining, any permits, permissions, road closures or other such matters in advance of any mobilization. You are ultimately responsible for the safety of any members of the public on or near the Site.
- 6.7 Not less than 14 days prior to our attendance at Site, you will complete our site works questionnaire in as much detail as possible. We may have further questions or comments after your completion of that document, which again you will answer promptly upon our request.



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