

SUPPLEMENTARY CONDITIONS APPLICABLE TO MOBILE CRANES (WHEELED AND CRAWLER MOUNTED) 2011

TO BE READ IN CONJUNCTION WITH THE CPA MODEL CONDITIONS FOR THE HIRING OF PLANT (2011)

EXPLANATORY NOTE: The purpose of these Supplementary Conditions is, partly, to raise awareness of the Hirer's responsibilities under British Standard 7121 Code of Practice for the Safe Use of Cranes ("BS 7121") and partly to define contractually the extent of the Owner's and Hirer's responsibilities as between themselves. BS 7121 makes it clear that the Hirer is in overall control of the lifting operation and has responsibility for providing a suitably trained and experienced "appointed person" to ensure adequate planning and supervision of the operation. The Owner's responsibility is limited to providing a competent driver and a crane that is properly maintained, inspected, tested where necessary, thoroughly examined and certificated.

For the avoidance of doubt, when the hire is subject to the CPA's Model Conditions for the Hiring of Plant 2011 ("CPA Model Conditions"), the Owner is not a specialist sub-contractor and/or sub-contractor of the Hirer. The Owner will supply Plant pursuant to the CPA Model Conditions together with these Supplementary Conditions to form the Contract between the Owner and the Hirer.

Notwithstanding the above paragraph, it is a specific recommendation of BS 7121-1:2006 that where the Hirer does not have the expertise to carry out the lifting operation he should employ the Owner or another competent organisation to undertake the work on a "Contract Lift" basis. Should you enter into a Contract Lift arrangement with the Owner it would be carried out under the CPA's Contract Lifting Services conditions; (copy available upon request).

1. DEFINITIONS AND INTERPRETATION

- 1.1 These Supplementary Conditions are applicable to Mobile Cranes (wheeled and crawler mounted) only and shall be referred to as the "Supplementary Conditions".
- 1.2 Unless the context suggests otherwise words and terms in the Supplementary Conditions shall have the same meaning as in the CPA Model Conditions.
- 1.3 If any conflict shall appear between any provisions of the Supplementary Conditions and the provisions of the CPA Model Conditions then the former shall prevail.

2. PLANNING, SUPERVISING, SLINGING, HANDLING

- 2.1 In order to comply with the requirements of the Lifting Operations and Lifting Equipment Regulations 1998 (SI 1998 No. 2307) and BS 7121 the Hirer is responsible for planning, supervising and controlling the lifting operations, including the preparation and distribution of risk assessments, method statements and for the safe slinging of the goods to be lifted or handled.
- 2.2 If advice or information is sought from and given by any person supplied by the Owner, the Hirer understands and accepts that such advice or information is given without responsibility and does not relieve or reduce the Hirer's requirement to make his own independent assessment as outlined above.

3. INSURANCE

- 3.1 The Hirer shall take out and maintain insurance against any and all liabilities the Hirer might incur under the Contract. The Owner reserves the right at any reasonable time to require confirmation that the Hirer is complying with its insurance obligations.
- 3.2 At the discretion of the Owner it may be possible to give the Hirer an interest in the Owner's own Insurance Policy for a fee. This must be agreed in writing prior to the commencement of the work.

4. LIMITATION OF LIABILITY

Without prejudice to the terms of clause 12 of the CPA Model Conditions, the Owner shall have no liability in respect of any damage including but not limited to:

- any goods or other things lifted or to be lifted;
- any surface or subsurface features such as underground services;
- any above ground structures, including any overhead cables, overhanging or protruding things, which might result from the travelling, positioning or working of the crane or of any support vehicle.

5. CRANE CAPACITY

In the event that the Contract specifies a particular type of crane or support vehicle, the Owner reserves the right to supply a suitable alternative crane or support vehicle to that specified. Acceptance of the crane or support vehicle on site shall be acceptance of the variation of the Contract in respect of the crane or support vehicle supplied and the Owner shall have no liability to the Hirer in respect of that variation.

6. PROVISION OF LIFTING ACCESSORIES

If requested and specified by the Hirer in advance, the crane will be provided with specific certificated lifting accessories, subject to availability and at additional cost. The Owner accepts no responsibility for loss or delay should the lifting accessories prove unsuitable.

7. GROUND AND SITE CONDITIONS

Without prejudice to the terms of Clause 7 of the CPA Model Conditions the Hirer shall be entirely responsible for the preparation and maintenance of any ground upon which the crane or support vehicles will travel over or from which they will operate. The Hirer shall be fully liable to the Owner for any damage to the crane or support vehicle caused by ground conditions and shall indemnify the Owner and hold the Owner harmless against any liability, expense, loss or damage caused by ground conditions.

8. TRAVELLING, ERECTION AND DISMANTLING

- 8.1 Any time spent setting up, transporting and moving the crane and support vehicles, erecting and dismantling the jibs and transporting additional jibs sections or ballast is payable by the Hirer to the Owner at the rate specified in the Contract. The Hirer shall also allow the Owner, or any representative of the Owner, free and unrestricted access to the crane and support vehicles and to all areas of their operation.
- 8.2 Insofar as the Hirer's use of the crane will require any licence, permission or authorisation from any private or public body or government or Local Authority or the giving of notice to any such body, Government or Authority then the obtaining of any such licence, permission or authorisation, or the giving of any such notice, shall be the entire responsibility of the Hirer, who must ensure that sufficient notice is given to the Owner to guarantee compliance with the Road Vehicles (Authorisation of Special Types) (General) Order 2003. This responsibility extends to ensuring that the site is clear of all obstructions and that traffic management arrangements are set up and operated correctly. Where the Owner is required to obtain such licence, permission or authorisation or to supply traffic management on the Hirer's behalf a charge will be added.
- 8.3 Subject to Clause 25 of the CPA Model Conditions, the Hirer shall be liable to the Owner for the agreed fees and charges regardless of any change in the Hirer's circumstances or the circumstances affecting the use to which the Hirer intends or intended to put the crane or support vehicle and any decision to accept a cancellation or variation of the Contract in any respect shall be at the Owner's full and entire discretion.

9. COMPETENCE

If the Owner provides an operator with the crane, clause 8 of the CPA Model Conditions will apply and the operator will be deemed to have the appropriate qualifications, training and experience to operate the Plant.

MARSH PLANT HIRE LIMITED,
NEW LANE, HAVANT. PO9 2LZ.

CUSTOMER LIABILITIES

RESPONSIBILITY FOR LOSS OR DAMAGE TO PLANT HIRED IN AND GOODS BEING HANDLED

The Hirer is responsible for the loss or damage to plant hired in and goods being handled or lifted and is advised to obtain the appropriate insurance cover. The Owner accepts no responsibility whatsoever for goods handled or lifted.

It is the Hirer's responsibility to ensure that the limit of cover is adequate for the plant hired in and the goods lifted covered by the contract.

Marsh Plant Hire Limited can, at the Hirer's specific request and at an agreed cost, other than for contracts involving work airside, waive the Hirer's liabilities under Clauses 8 and 13 of the Model Conditions for the Hiring of Plant under the Construction Plant-Hire Association, for the hire of craneage only as set out below.

Marsh Plant Hire Limited will have the interest of the hirer noted within the relevant policy or policies in respect of the specific cover offered herein. Not being a party to the Marsh Plant Hire Limited policy the Hirer will not have any rights of action against Insurers, however, Insurers nevertheless agree that no subrogation rights that they may have will be exercised, to the extent that the Hirer's interest in the policy is noted by agreement with Marsh Plant Hire Ltd.

ALL RISKS

of physical loss or damage to cranes to an amount equal to the total value of such machine whilst in use as a tool of the trade within its safe working capacity. This cover will be subject to the normal and accepted exclusions contained in the Owner's policy which inter alia will include the following:-

- (i) The first £7,500.00 of each and every claim.
- (ii) Damage caused by electrical or mechanical breakdown or explosion of pressure plant.
- (iii) Damage to Tyres.
- (iv) Any contractual liability entered into between the Hirer and his principal or any other persons.
- (v) Any consequential loss however arising.
- (vi) Fair wear and tear and gradual deterioration.
- (vii) War, radiation etc.

EMPLOYER'S LIABILITY.

Providing indemnity of up to £25M to the Owner and the Hirer to cover those sums which they may become legally liable to pay in respect of legal liability for death or bodily injury to any employee of the Owner caused through the negligence of the Owner or any employee of the Owner hired out with the plant.

The above insurances are subject to the Terms, Exclusions and Conditions of the Policies effected by the Plant Owner.

OVERTIME

is chargeable prior to 7.30 a.m. and after 4.30 p.m. Monday to Thursday: Friday prior to 7.30 a.m. and after 3.30 p.m. (39 hour week ruling CPA/AUEW Agreement); all day Saturday and Sunday.

CANCELLATION CHARGES

Cranes must be cancelled by 4:00pm on the preceding workday. Any cancellations received after 4:00pm or at the weekends will be subject to a charge of 2/3rds of the contract value.

Any cancellation made on the morning of the hire will be charged at the full contract price.

THIS SUMMARY SUPERSEDES ALL PREVIOUS ISSUES