

POCHIN CONCRETE PUMPING

a division of POCHIN PLANT Ltd

STANDARD CONDITIONS OF CONTRACT OF THE BRITISH CONCRETE PUMPING ASSOCIATION

These Standard Conditions of Contract (Standard Conditions) have been registered under the Restrictive Trade Practices Act 1976.

If any amendments are made to these Standard Conditions by the contracting parties, they will cease to be the Standard Conditions and should not be referred to as such.

BCPA Standard Conditions of Contract for the Hire of a Concrete Pump

PRELIMINARY

1. These conditions shall apply and shall be incorporated in any contract based on or arising out of the tender. The person, firm or company issuing the tender is hereinafter referred to as 'the Company'. No representative, employee or agent of the Company has any authority to vary or add to these conditions without the Company's official confirmation in writing, and no other conditions or warranties shall be implied or deemed to be incorporated in the contract. The person, firm or company placing an order or accepting a pumping service pursuant to the tender is hereafter referred to as 'the Customer'.

RESPONSIBILITY OF CUSTOMER

2. The Customer is solely responsible for the provision of a supply of concrete of a suitable and readily pumpable consistency at a suitable rate and shall be responsible for informing the Company of the nature and amount of any additive incorporated in the concrete. The Company cannot accept any responsibility for delays in output arising from failure in this respect. The Customer is also solely responsible for ensuring that the concrete supplied is of a quality and strength suitable and sufficient for his purposes.

3. The Customer shall provide the following facilities without charge to the Company:

- a) Cement for grouting the pipelines at the rate of 50kg per 20 meters between the Pump and the point of discharge.
- b) An adequate piped water supply at the Pump position.
- c) Temporary light at the Pump position and along the pipeline when required.
- d) Facilities for washing out the Pump and adequate assistance in clearing any spillage.
- e) Any additional labour required in respect of pipeline erection and
- f) Suitable supports for pipelines and anchorage points for vertical pipelines.
- g) All access scaffolding and ladders necessary for the safe and proper execution and progress of the work. The Company have not included the cost of providing, erecting or moving any necessary scaffolding.

4. The Customer shall provide and shall clearly indicate to the Company:-

- a) A safe and proper route from the metalled highway to the point where the Pump is to operate;
- b) A suitable firm and level hardstanding at such point; and
- c) Suitable points where the Pump's pipeline is to be set up.
- d) The Customer shall indemnify the Company (both for itself and as agent and trustee for the Operator) against any damage to the Pump or loss suffered by the Company or the Operator which may result from any failure to comply with this condition.

5. The Customer's attention is drawn to the fact that the Company requires up to sixty minutes at the beginning and end of a pumping operation to set up, derig, wash out and prepare for travel. Unless otherwise agreed in writing:-

- a) The Customer shall be prepared to allow the pump to arrive on site up to sixty minutes before it is ready to operate and to allow it to go off site up to sixty minutes after it has ceased to operate;
- b) This period of time will be charged for at the working rate.

6. a) The Customer shall be responsible for compliance with the Health and Safety At Work, Etc. Act 1974, the Factories Act 1961, all regulations and approved codes of practice made thereunder and all other Governmental, Local Authority and other regulations for the time being in force relating to the works being carried out by him.

- b) The Company shall be responsible for compliance with the Advisory Code for Safety in Concrete Pumping issued by the British Concrete Pumping Association as from time to time in force.

7. Subject to the provisions of Clauses 9, 11 and 12 below, the Customer shall make good to the Company all loss of or damage to the Pump from whatever cause the same may arise, fair wear and tear excepted, and shall fully and completely indemnify the Company in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with or arising out of the use of the Pump and in respect of all costs and charges in connection therewith whether arising under statute or Common Law save that in accordance with the Unfair Contract Terms Act 1977 the Company shall remain liable for claims for death or personal injury resulting from the negligence of the Company.

- a) The Customer shall not repair the Pump without the written authority of the Company.
- b) The Customer shall be responsible for all expenses involved arising from any breakdown and all loss or damage incurred by the Company due to the Customer's negligence, mis-direction or misuse of the Pump, whether by the Customer or his servants or agents.

9. If the Company's Pump is involved in any accident resulting in injury to persons or damage to property, immediate notice must be given to the Company and confirmed in writing, and in respect of any claim not within the Customer's agreement for indemnity, no admission, offer, promise of payment or indemnity shall be made by the Customer without the Company's consent in writing.

10. Without prejudice to his liability to indemnify the Company, the Customer shall effect and keep in force policies of insurance against his liabilities under the contract in respect of personal injury or death and in respect of injury or damage to property. As and when he is reasonably required to do so by the Company, the Customer shall produce for inspection by the Company documentary evidence that such insurances are in force and are properly maintained.

RESPONSIBILITY OF COMPANY

11. The Company shall supply a person competent in operating the Pump (herein called 'the Operator') and such a person shall be under the direction and control of the Customer. The Operator shall for all purposes in connection with his employment in the working of the Pump be regarded as the servant or agent of the Customer, and whenever the Operator is acting under the direction or control of the Customer then the Customer alone shall be responsible for all claims arising in connection with the operation of the Pump by the Operator. The Customer shall not allow any other person to operate the Pump without the Company's previous consent in writing.

12. a) Full allowance will be made to the Customer for any stoppage due to a breakdown of the Pump caused by fair wear and tear, and for any stoppage for normal running repairs in accordance with the terms of the contract.

- b) Subject to the provisions of Clause 8 above, the Company will be responsible for the cost of repairs to the Pump involved in breakdowns and will bear the cost of providing spare parts.

13. No claims will be admitted (other than those allowed for as herein provided), for stoppages through causes outside the Company's control, including bad weather or ground conditions nor shall the Company be responsible for the cost or expense of recovering the Pump from soft ground.

14. Each Pump specified in the Contract is hired as a separate unit and the breakdown or stoppage of one or more Pumps (whether the property of the Company or otherwise) through any cause whatsoever, shall not entitle the Customer to compensation or allowance for the loss of working time by any other Pump or Pumps working in conjunction therewith.

15. Save in respect of the Company's liability, if any, under Clauses 11 and 12, the Company accepts no liability nor responsibility for any consequential loss or damage due to or arising through any cause beyond its control.

CHARGES

16. The Customer shall ensure that a person authorised by him will sign any delivery docket presented in respect of the delivery of any ready mixed concrete (whether in relation to its mix description to the addition of water or of any other materials to the time of its arrival or the completion of its discharge to its receipt and otherwise) which the Company may be required to pump and in default the Customer authorised the Operator to sign any such paper.

17. Unless otherwise agreed the quantities of concrete pumped by the Pump shall be assessed (except to the extent that the Company shall show that any such assessment is not reasonably accurate) by reference (in the case of ready mixed concrete) to its supplier's delivery dockets and (in the case of site mixed concrete) to the quantity of concreting materials used by the Customer and to the mix-proportions on which the Customer has based his production of concrete. Where assessment is made by reference to mix-proportions the Customer shall afford the Company all such facilities as the Company may reasonably require for the verification of quantities of materials used and of the accuracy of the mix-proportion figures.

18. The Company shall present daily to the Customer a Work Sheet showing the volume of concrete pumped by it and the times when it arrived on site when it was ready to operate when it started pumping and when it went off site and the Customer shall ensure that an authorised person will sign a copy of such Work Sheet to confirm the correctness of the information shown on it.

19. The Customer's order is accepted on the basis that the Customer will book his requirements on a daily basis in accordance with such arrangements as may from time to time be agreed between the Company and the Customer. One clear working day's minimum notice of cancellation is required, and the Company reserves the right to charge the Customer for any loss incurred due to insufficient notice being given.

20. Quotations are submitted on the basis of the normal working week in the industry, and the Company reserves the right to amend the rates quoted if special hours of working and/or conditions are requested or prove to be necessary.

21. Value Added Tax applicable will be added to all charges.

GENERAL

22. Unless otherwise stated overleaf, terms of payment are net monthly account.

23. The Company reserves the right to refuse to execute any order if the arrangements for payment or the Customer's credit are not satisfactory to it, and to suspend or discontinue the Company's service to any Customer whose account is overdue for payment. Notice of any such suspension or discontinuance shall be given by the Company to the Customer in writing as soon as reasonably possible.

24. If during the continuance of the Contract or at any time thereafter any dispute, difference or question shall arise between the Company and the Customer in regard to the Contract or the construction of these Conditions or anything herein contained or the rights or liabilities of the Company or the Customer such dispute, difference or question shall be referred pursuant to the Arbitration Acts 1950 to 1979, or the Arbitration (Scotland) Act 1894 as the case may be or any Statutory modification thereof to a Sole Arbitrator to be agreed upon by the Company and the Customer and failing agreement, to be appointed at the request of either the Company or the Customer by the President for the time being of the Institution of Mechanical Engineers.

POCHIN CONCRETE PUMPING SPECIAL CONDITIONS

1. The customer will be responsible for the cost of any tyre damage or punctures that occur on the site of operations.
2. This offer is open for acceptance for a period of 30 days from the date hereof. The offer is also subject to the availability of a pump, when the detailed requirements of the customer are made known to the company.
3. The customer shall provide at their own expense, and ensure that a reasonably competent supervisor is in attendance at the beginning, throughout and at the end of the pumping operation to assist the Operator.
4. The customer shall ensure that sufficient competent labour is made available to assist the operator to prepare the pump for leaving the site of operations at the completion of pumping.

5. The customer will be responsible for all the costs involved in recovering and subsequent damage caused should the pump be unable to leave the site due to ground conditions or any other reasons outside the control of the company or operator.
6. The customer will be responsible for the replacement cost of any ancillary equipment (pipes, clips, etc.) damaged or lost during the period of hire of the pump and equipment.
7. The company reserves the right to fulfil the customer's order with whatever pump it feels is suitable for the hire.
8. All times quoted by the company for the arrival of the pump at the customer's premises or on site are approximate and in this respect time shall not be of the essence and no claim of any nature will be accepted in respect thereof.

I have read the Conditions of Contract and the Cautionary Notice, and authorise the operator to carry out his duties.