

## SUPPLEMENTARY CONDITIONS TO BE READ IN CONJUNCTION WITH THE CPA MODEL CONDITIONS FOR THE HIRING OF PLANT 2011

### EXPLANATORY NOTE:

These Supplementary Conditions are used, partly, to raise the awareness of the Hirer's responsibility when requiring a concrete pumping operation; and, to define contractually the extent of the Owner's and Hirer's responsibilities as between themselves.

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.

### 1. DEFINITIONS AND INTERPRETATION

- 1.1. These Supplementary Conditions are applicable to the hire of concrete pumps and associated Plant only ("Pump") 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.

### RESPONSIBILITIES OF THE HIRER

#### 2. CONCRETE SUPPLY

The Hirer is solely responsible for the concrete specification and the provision of a suitable and sufficient supply of concrete of a consistency, which is readily pumpable at a suitable rate. The Hirer shall be responsible for informing the Owner of the nature and extent of any additives that may be incorporated into the concrete. The Owner accepts no responsibility for delays in output arising from the Hirer's failure in this respect. The Hirer is also solely responsible for ensuring that the concrete supplied is of a quality and strength suitable and sufficient for the Hirer's purposes.

#### 3. MANAGEMENT OF THE CONCRETE PUMPING OPERATION

The Hirer will be fully responsible for the management of the entire pumping operation in accordance with the terms of the Contract. The Hirer shall provide at its own expense, and shall ensure that a competent supervisor is in attendance at the beginning, throughout and at the end of the pumping operation to assist the operator.

#### 4. SAFETY

A safe system of work will be established by the Hirer and this must be followed for each concrete pumping operation under the Construction Plant-hire Association's Best Practice Guide for the Safe Use of Concrete Pumps and in accordance with British Standard 8476:2007, whether it is for an individual pour or a series of pours.

#### 5. FACILITIES

The Hirer shall provide the following facilities without charge to the Owner for such times as is reasonably required during the Hire Period:

- 5.1. Cement for grouting the pipelines at the rate of 50kg per 20 metres between the Pump and the point of discharge.
- 5.2. An adequate piped water supply at the Pump position.
- 5.3. Temporary light at the Pump position and along the pipeline when required.
- 5.4. Facilities for washing out the Pump and adequate assistance in cleaning any spillage.
- 5.5. The Hirer shall ensure that sufficient competent labour is made available to assist the Operator prior to pumping, during pumping and on completion of pumping; and if necessary when the pump leaves the site of operations.
- 5.6. Any additional labour required in respect of pipeline erection or dismantling.
- 5.7. Suitable supports for pipelines and anchorage points for vertical pipelines.
- 5.8. All access scaffold and ladders necessary for the safe and proper execution and progress of the work. The Owner has not included the cost of providing, erecting or moving any necessary scaffold.
- 5.9. The Hirer for Health and Safety reasons will provide a banksman who will assist the driver when the mixer lorry enters, traverses, or leaves the site.

#### 6. GROUND AND SITE CONDITIONS

The Hirer shall provide and shall clearly indicate to the Owner's operator the suitable points where the Pump is to be set up. Without prejudice to clause 7 of the CPA Model Conditions the Hirer shall be entirely responsible for the ground upon which the Pump is to traverse and be set up. The Hirer shall be fully liable to the Owner for any damage to the Pump 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.

#### 7. PUMP CAPACITY

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

#### 8. BLOCKAGES

Any concrete blockage or chock either within the Pump machine or pipeline will not be construed as a breakdown under clause 9 of the CPA Model Conditions and/or the Contract.

#### 9. PREPARATION / COMPLETION OF PUMPING

- 9.1. The Hirer shall allow the pump to arrive on site up to sixty minutes before it is ready to commence pumping and to allow up to sixty minutes after it has ceased the pumping operation to de-rig, wash out and prepare for travel. These periods of time will be charged at the working rate as agreed.
- 9.2. Concrete shall not be delivered to site until such time as the Pump operator deems that he is ready to commence pumping operations.
- 9.3. If the Pump is delayed in leaving the site, which is outside the Owner's control, this period will be charged at normal working rate to the Hirer.

#### 10. INSURANCE

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 their insurance obligations.

#### 11. DELIVERY AUTHORISATION

The Hirer shall provide a competent person to sign any delivery docket presented in respect of the delivery of any concrete and/or materials pertinent to the pumping operation.

#### 12. CONTINUING HIRE

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

#### 13. ASSESSMENT

Unless otherwise agreed the quantities of concrete pumped by the Pump shall be assessed (except to the extent that the Owner shall show that any such assessment is not reasonably accurate) by the 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 Hirer and to the mix-proportions on which the Hirer has based his production of concrete. Where assessment is made by reference to mix-proportions the Hirer shall afford the Owner all such facilities as the Owner may reasonably require for the verification of quantities of material used and of the accuracy of the mix-proportion figures.

#### 14. WORKING DAY

The Hirer shall be charged for the full Working Day, including lunch and rest breaks taken by the Driver or Operator or any person supplied by the Owner.

### RESPONSIBILITIES OF OWNER

#### 15. SAFETY

The Owner shall be responsible for compliance with the Construction Plant-hire Association's Best Practice Guide for the Safe Use of Concrete Pumps and where appropriate British Standard 8476:2007.

#### 16. COMPETENCE

If the Owner provides an operator with the concrete pump, 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.

#### 17. DELIVERY

Any dates specified by the Hirer and/or the Owner for delivery of the Pump are estimates only and time for delivery shall not be made of the essence by notice. If no dates for delivery are so specified, delivery shall be within a reasonable time.

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## POCHIN CONCRETE PUMPING LIMITED SUPPLEMENTARY CONDITIONS

1. Unless otherwise stated overleaf, terms of payment are by net monthly account.
2. The Owner reserves the right to refuse to execute any order if the arrangement for payment or the Hirer's credit is not satisfactory to it, and to suspend or discontinue the Owner's service to any Hirer whose account is overdue for payment. Notice of any suspension or discontinuance shall be given by the Owner to the Hirer in writing as soon as possible.
3. The Owner reserves the right to set off against any sums due to the Hirer from the Owner any sums which may be due from the Hirer to the Owner.
4. Value Added Tax will be added to all charges, if applicable.
5. The Owner reserves the right to charge interest on any outstanding monies outside of the agreed payment terms (Bank of England base rate + 4%).