

SUPPLEMENTARY CONDITIONS APPLICABLE TO HOISTS 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 for the Safe Use of Hoists and partly 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 Hoists 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.

RESPONSIBILITIES OF THE HIRER

2. MANAGEMENT

- 2.1 In order to comply with the requirements of legislation, which includes the Management of Health and Safety at Work Regulations 1999 (SI 1999 No. 3242); the Provision and Use of Work Equipment Regulations 1998 (SI 1998 No. 2306) and the Lifting Operations and Lifting Equipment Regulations 1998 (SI 1998 No. 2307), furthermore, to follow the guidelines established under the 'Inspection, Thorough Examination and Maintenance' Best Practice Guide, the Hirer has overall responsibility for the management and use of the hoist(s).
- 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.
- 2.3 The Hirer is responsible for providing at his own cost a competent hoist operative who may be responsible for the daily / weekly checks to the hoist and also for providing an appointed person to arrange to remedy any defects and to retain records and to comply with all Health and Safety legislation and regulations at all times.

3. 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 its insurance obligations.

4. GROUND AND SITE CONDITIONS

- 4.1 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 hoist will operate from and for any Plant that will be needed to erect or dismantle the hoist.
- 4.2 If required, the Hirer will ensure that a suitable concrete base is prepared prior to the delivery of the hoist subject to site discussion between the Owner and the Hirer. Without prejudice to clause 7(a) of the CPA Model Conditions, the Hirer warrants that the ground on which the hoist is situated is firm, level, and able to withstand the forces that the hoist exerts and is in keeping with all current Health and Safety legislation and regulations.

- 4.3 The Hirer shall be fully liable to the Owner for any damage to the hoist or any associated Plant 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.

5. ERECTION AND DISMANTLING

- 5.1 The Hirer will give the Owner a minimum of one week's (7 calendar days) notice of the date upon which the hoist is to be erected by the Owner. The Hirer will also give the Owner a minimum of one week's (7 calendar days) notice of the date upon which the hoist is to be modified and/or dismantled by the Owner.
- 5.2 If the hoist is to be attached to a structure, then the Hirer must obtain permission to drill into the structure prior to the hoist arriving on site, so as to secure the hoist into position. Any damage caused to the structure will be the responsibility of the Hirer.
- 5.3 The Owner will charge the Hirer for any time spent erecting, dismantling, modifying, adjusting or moving the hoist including re-testing at the rate specified in the Contract or if no rate is specified, at a fair and reasonable rate. The Hirer shall also allow the Owner, or any representative of the Owner, free and unrestricted access to the hoist and any associated Plant and to all areas of their operation.
- 5.4 The hire charge will begin from the date of delivery unless otherwise agreed in writing by the Owner prior to delivery; and will continue daily until the hoist has been completely dismantled and removed from site.
- 5.5 The Hirer will not attempt to adjust or modify the hoist or the attachments thereto without the express written permission of the Owner. If there is a need for the Owner's representative to ensure safe adjustment, modification or movement of the hoist, any reasonable costs incurred by the Owner will be charged to the Hirer.
- 5.6 The Hirer will clear all debris and site rubbish from the hoist platform and equipment prior to dismantling of the hoist. Any reasonable cost incurred by the Owner due to the default of the Hirer in failing to clear all debris and site rubbish will be chargeable to the Hirer.
- 5.7 The Hirer will ensure that the site is kept clear of any obstructions and if necessary, traffic management arrangements are set up and operated correctly. Where the Owner is required to obtain a licence, permission or authorisation to supply traffic management on the Hirer's behalf the Hirer shall indemnify the Owner against any costs and/or expense incurred by the Owner in doing so.
- 5.8 Any costs incurred by the Owner as a result of delays caused on site during dismantling or erection of the hoist platform and equipment will be charged to the Hirer.
- 5.9 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 hoist to 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.
- 5.10 The Hirer will ensure that the building to which the hoist will be attached can withstand the stresses from the loads the Hirer wishes to carry on the hoist. The Hirer will be responsible for any damage caused to the building as a result of any use of the hoist.

6. POWER SUPPLY

- 6.1 If an electric hoist is required, the Hirer will be responsible for the cost in providing the correct power supply for the type of hoist being hired to the base of the hoist or close by, prior to the arrival of the hoist. The power supply will remain available until the hoist has been completely dismantled.
- 6.2 The Hirer will provide a lockable isolator free of any charge if such a lockable isolator is not fixed to the hoist.
- 6.3 The Hirer will be responsible for connecting the power supply to the hoist and testing it. When the hoist is not in use, the Hirer will ensure that the power supply is properly isolated.

7. HOLIDAY PERIODS

It is the responsibility of the Hirer to ensure the safekeeping of all Plant hired which is not returned to the Owner before the start of any Holiday Period. This Plant will be deemed to be in use during the Holiday Period and will be charged in accordance with the terms of the Contract.

8. SCAFFOLDING

- 8.1 If the hoist is to be tied to scaffold (which must be constructed in compliance with BS EN 12811-1:2003 and with a suitable design criteria to accommodate load factors as applied by this hoist) the Hirer is to supply all tubes and fittings for landing gates, ties and the base surround, unless otherwise expressly stated by the Owner.
- 8.2 The Hirer will supply a competent scaffolder, free of any charge to the Owner, to assist with the installation of mast ties, landing gates and any run-offs together with any associated Health and Safety equipment used near or on the hoist.
- 8.3 If special ties are required by the Hirer (over and above the standard ties provided) these will be charged for by the Owner.
- 8.4 Towards completion and whilst the scaffolding is being progressively dismantled, the Hirer must note the scaffolding cannot be removed below the hoist tie. Should this occur the scaffolding will be required to be re-erected and the Hirer will be held liable for any costs incurred by the Owner in doing so.

RESPONSIBILITIES OF THE OWNER

9. LIMITATIONS OF LIABILITY

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

- 9.1 any goods or other items being moved by the hoist;
- 9.2 any surface or subsurface features such as underground services;
- 9.3 any above ground structures, including any overhead cables, overhanging or protruding things, which might result from the travelling, positioning or working of the hoist or any associated equipment.

10. COMPETENCE

If the Owner provides an operator with the hoist, 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.

11. OPERATING INSTRUCTIONS

The Owner will ensure that the Hirer receives operating instructions for the type of hoist being supplied.