



Pro Pump Hire Limited

Terms & Conditions – Pro Pump Hire Limited

1 Definitions

In these Conditions "the Company" means Pro Pump Hire Limited. The "Internet Website" means the website.

owned and operated by the Company. "The Materials" means the goods (or as the case may be services) to be supplied by the Company in accordance with these Conditions and includes all volumetric & readymix concrete, aggregate, grab hire, concrete pump hire and pumping products. "The Purchaser" means the person to who the Materials are to be supplied. "The Conditions" means the standard conditions of sale set out in this document and includes any special terms and conditions agreed in writing between the Company and the Purchaser and "the Contract" means the contract for the supply of Materials incorporating these Conditions.

All Materials sold by the Company shall be sold subject to the Conditions which may not be altered unless expressly agreed in writing by a person authorized to sign on behalf of the Company ("a Company Signatory") Any contrary or additional items whether or not contained in a document of the Purchaser are excluded.

3 Quotations

3.1 Unless otherwise stated in writing all quotations and estimates by the Company may be withdrawn at any time before receipt of an order and shall be deemed to be withdrawn if an order is not received within 14 days of their date.

3.2 All quotations and estimates obtained via the Internet Website are only valid when confirmed by a Company agent.

3.3 The Company reserves the right to make any changes in the specification of the Materials which are required to conform with any applicable statutory or EC requirements or where the Materials are to be supplied to the Company's specification which do not materially affect their quality and performance.

3.4 No cancellation or variation of the whole or any part of the Contract is permitted except with the written agreement of a Company Signatory.

4 Price

4.1 The price of materials is that ruling at the time of dispatch/order date. Prices quoted are not fixed unless agreed in writing by a Company agent. The prices shown, unless otherwise indicated, are not including Value Added Tax. We will add VAT at a rate of 20% to your total order value.

4.2 Charges for vehicles and drivers on a day work basis are available on request. All such charges will commence at the time of arrival at the destination.

5 Payment

5.1 Payment will not be taken until agreed amounts are signed on delivery ticket by both parties, a preauthorisation for your delivery will need to be taken when order is placed, if you choose to pay by debit card there will be a handling fee charged of

1.5% to the total order value and 2% for credit card. If you hold a 30-day trade account with us, we can add your order total to your account.

5.2 The Purchaser shall not be entitled to make any deduction or set off from any sums claimed by the Company any amount due or claimed against the Company by the Purchaser whether under the contract or any other contract.

5.3 The Company reserves the right in its absolute discretion at any time to insist upon payment by way of cleared funds for Materials before delivery or to demand security for payment before continuing with or delivering any Materials notwithstanding any subsisting agreement to provide credit to the purchaser.

6 Delivery

6.1 The Purchaser shall be responsible for ensuring that the Company has sufficient particulars of the site and the point of unloading to which the Materials are to be delivered ("the Destination").

6.2 Delivery will be deemed to have been effected when the Company notifies the Purchaser that the Materials are available for collection or at the time of arrival at the Destination or if the Company is unable to deliver because of inadequate instructions or the Purchaser wrongly fails to take delivery of the Materials at the time when the Company has tendered delivery of the Materials.

6.3 The Company requires a minimum of 3 hours' notice of delivery times. In any event dates and times quoted for delivery are approximate only.

6.4 Time for delivery shall not be of the essence of the Contract.

6.5 The Company shall not be liable for any damages whatsoever whether direct or consequential (including for the avoidance of doubt, any liability to any third party) resulting from delivery of the Materials or failure to deliver the Materials within a reasonable time whether such delay is caused by the Company's negligence or otherwise howsoever.

6.6 The Company reserves the right to make delivery by instalments and tender a separate invoice for each instalment. Each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Purchaser in respect of any one or more instalments shall not entitle the Purchaser to treat the Contract as a whole as repudiated.

The Company Signatory, and issuer of these terms, is Pro Pump Hire Ltd;
of 65 Rixon Road Wellingborough NN8 4BA.
Company number 11188819



Pro Pump Hire Limited

6.7 Without prejudice to any other rights or remedy available to the Company an additional charge may be made if:

6.7.1 the Purchaser requires delivery of materials in quantities less than Minimum Loads or delivery of two different types of Materials on one vehicle;

6.7.2 the Purchaser requires delivery outside the hours of 0700 and 1700 Monday to Friday;

6.7.3 the Purchaser re-directs a delivery, fails to take delivery or fails to give the Company adequate delivery instructions;

6.7.4 unloading of the delivery vehicle is delayed for more than 30 minutes after the Company is ready to unload or in the case of Ready-mix discharge is not completed within 30 minutes or arrival at the Destination;

6.7.5 delivery cannot be effected because of unsuitable access;

6.8 The Purchaser must provide convenient and safe access to the Destination and the Company shall be entitled to

refuse to deliver over roads or over ground which it considers unsuitable. The Purchaser shall be liable for and shall indemnify the Company against any accident or damage (with the exception of death and personal injury caused by the negligence of the Company or its driver) occurring due to unsuitable access.

6.9 In the event that the Purchaser requests that any Materials be deposited on a street or public highway the

Purchaser shall be responsible for compliance with all regulations and for all steps which need to be taken for the protection at all times of persons or property and shall indemnify the Company in respect of all costs, claims, losses and expenses including legal costs on an indemnity basis which the Company may incur as a result of such delivery.

6.10 The Purchaser voids any right to a refund when delivery cannot take place due to the customer's error; the following points are inclusive of this;

(a) When the Purchaser orders more than required

(b) When the Purchaser does not prepare the site for delivery, or the site is unsuitable for cement truck access

(c) When the Purchaser makes an error with delivery date or delivery timeslot

6.11 The Company reserves the right to charge a fee to the Purchaser for re-delivery in a situation where delivery could not be completed on the first visit.

6.12 The Company reserves the right to charge a cancellation fee which will be levied on working day prior to pour as follow: 50% of full minimum hire between 12 noon and 2pm, 75% between 2pm and 3pm and 100% after 3pm.

7 Inspection and Shortages

7.1 The Purchaser is under a duty to inspect the Materials at the place and time of unloading but nothing in these Conditions shall require the Purchaser to break packaging and/or unpack Materials which are intended to be stored before use.

7.2 The Purchaser must immediately advise the driver and telephone the Company and advise the Company in writing within 2 working days of unloading ("the Notice Procedure") of any claim for short delivery.

7.3 If the Purchaser fails to follow the Notice Procedure the Materials will be deemed to have been delivered in the weights or quantities shown on the consignment note.

7.4 The Purchaser shall not be entitled and irrevocably and unconditionally waives any right to reject the Materials or claim any damages whatsoever for short delivery however so caused.

7.5 The company's liability for short delivery is limited to making good the shortage.

7.6 The Purchaser shall pay the price for the Materials delivered.

7.7 When it is or would have been apparent on a reasonable inspection that the Materials are not in conformity with the Contract or (if the Contract is a contract for sale by sample) that the bulk does not compare with the sample the Purchaser must follow the Notice Procedure in respect of any claim.

7.8 If the Purchaser fails to follow the Notice Procedure the Materials will be deemed to have been accepted and the Purchaser shall not be entitled and irrevocably and unconditionally waives any right to reject the Materials.

7.9 If the Purchaser fails to follow the Notice Procedure Clause 9.7 shall effect.

8 Risk and Title

8.1 The risk in the Materials shall pass to the Purchaser upon delivery.

8.2 Until the Company has received in cash or cleared funds payment of all sums owed by the Purchaser to the Company on any account whatsoever the ownership of the Materials shall remain with the Company.

8.3 Until such time as the property in the Materials passes to the Purchaser the Purchaser shall hold the Materials as the Company's fiduciary agent and shall keep the Materials separately stored, protected, insured and identified as the Company's property. Until that time the Purchaser shall be entitled to resell or use the Materials in the ordinary course of his business but at the direction of the Company and shall account to the Company for the proceeds of sale or insurance proceeds related to the Materials.

8.4 The Company shall be entitled to recover the price of the Materials including VAT even though the ownership in any of the Materials remains with the Company.

8.5 The Company shall be entitled at any time to recover any or all of the Materials in the Purchaser's possession to which the Company has title and for that purpose the Company, its servants or agents may with transport as is

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necessary, enter upon any premises occupied by the Purchaser or to which the Purchaser has access and where the Materials may be or are believed to be situated.

9 Responsibilities

9.1 In these Conditions "Defect" shall mean the condition and/or any attribute of the Materials and/or other circumstances which but for the effect of the Conditions would have entitled the Purchaser to damages.

9.2 Nothing in these Conditions shall exclude or restrict the Company's liability for death or personal injury resulting from its negligence or the Company's liability for fraudulent misrepresentation.

9.3 If the Purchaser deals as a consumer as defined by the Unfair Contract Terms Act 1977 or the Unfair Terms in Consumer Contracts Regulations 1994 ("a Consumer") any provision of these Conditions which is of no effect shall not apply. The statutory rights of a Purchaser dealing as a Consumer are not affected by these Conditions.

9.4 Subject to Clauses 9.2 and 9.3 of these Conditions the Company shall not be liable by reason of any misrepresentation (unless fraudulent) or any breach of warranty condition or other term express or implied or any breach of duty (common law or statutory) or negligence for any damages whatsoever. Instead or liability in damages the Company undertakes liability clause 9.5 below.

9.5 Where but for the effect of Clause 9.4 of these Conditions a Purchaser would have been entitled to damages against the Company the Company shall not be liable to pay damages but subject to the conditions laid out in Clause

9.6 below shall in its sole discretion repair the Materials at its own expense or supply replacement materials free of charge or refund all (or where appropriate part) of the price paid for the relevant materials.

9.6 The Company will not be liable under Clause 9.5:

9.6.1 If the Defect arises from fair wear and tear;

9.6.2 If the Defect arises from willful damage, negligence, abnormal working conditions, misuse, alteration or repair of the Materials, failure to follow the British Standard or industry instructions relevant to the Materials storage of the Materials in unsuitable conditions (but this sub clause shall not apply to any act or omission of the Company);

9.6.3 In respect of Ready mix materials:

9.6.3.1 If water or any other spoiling material has been added to the Materials without written agreement by a Company Signatory;

9.6.3.2 Unless the Materials are sampled and tested in accordance with the relevant British Standard specification or other specification agreed in writing by a Company Signatory.

9.6.4 Unless after the discovery of the Defect the Company is given reasonable opportunity to inspect the Materials before they are used or in any way interfered with. For the avoidance of doubt, the Company acknowledges that the costs of suspending works are relevant to the determination of what is reasonable opportunity and this sub-clause shall not apply to any works affecting the Materials which it may be reasonable necessary to carry out in the interests of safety and/or as emergency measures.

9.7 Subject to Clauses 9.2 and 9.3 of these Conditions the Company shall not be liable by reason of any misrepresentation (unless fraudulent) or any breach of warranty condition or other term express or implied or any breach of duty (common law or statutory) or negligence for any damage whatsoever (if notwithstanding Clause 9.4 of these Conditions the Purchaser is entitled to recover any) nor shall the Company be liable under Clause 9.5 of these Conditions unless;

9.7.1 The Defect would have been apparent on a reasonable inspection under Clause 8.1 of these Conditions at the time of unloading and notice of any claim is given to the Company in accordance with the Notice Procedure; or in any other case.

9.7.2 The Defect is discovered within the period following delivery within the period ("Notice Period") as set out below;

Materials • Readymix
Discovery Period • 40 days

Notice Period • Immediate and written notice within 2 working days

Materials • Aggregates
Discovery Period • 24 Hours

Notice Period • Immediate and written notice within 2 working days

Materials • Pump Hire
Discovery Period • 4 hours

Notice Period • Immediate and written notice within 2 working days

9.8 If the Materials are manufactured, processed, mixed or provided by the Company to the design, quantity, measurements or specification of the Purchaser or its agents then;

9.8.1 Subject to Clauses 9.2 and 9.3 of these Conditions the Company shall not be under any liability for damages whatsoever or under Clause 9.5 of these Conditions as the case may be except in the event of;

9.8.1.1 fraudulent misrepresentation;

9.8.1.2 misrepresentation where the representation was made or confirmed in writing

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9.8.1.3 non compliance with such design, quantity, measurement or specification;

9.8.1.4 breach of a written warranty by the Company that the materials are fit for that purpose or;

9.8.1.5 a claim maintainable against the Company pursuant to Clauses 9.2 or 9.3 of these Conditions.

9.8.2 The Purchaser will unconditionally, fully and effectively indemnify the Company against all loss damages costs on an indemnity basis and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim for infringement of any patents, copyright, design, trademark or any other industrial or intellectual property rights of any other person;

9.8.3 The Purchaser will further unconditionally, fully and effectively indemnify the Company against all loss damages costs on an indemnity basis and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any other claim arising from any such manufacturing, processing or mixing including but not limited to any Defect in the Materials. This indemnity will be reduced in proportion to the extent that such loss damage costs and expenses are due to the negligence of the Company.

9.9 Except where the Purchaser deals as a Consumer the Purchaser will unconditionally fully and effectively indemnify the Company against all loss damages costs on an indemnity basis and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim by any third party arising from the supply or use of the Materials including loss arising from the Company's negligence.

9.10 Without prejudice to any other provisions on these Conditions in any event the Company's total liability for any one claim or for the total of all claims arising from any one act of default of the Company (whether arising from Company's negligence or otherwise) shall not exceed the purchase price of the Materials the subject matter of any claim.

10 Default

10.1.1 "Insolvent" shall mean the Purchaser becoming unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; the levying or the threat of execution on the Purchaser; the appointment of a receiver or administrative receiver over all or any part of any property of the Purchaser; a proposal for a voluntary arrangement or compromise between the Purchaser and its creditors whether pursuant to the insolvency Act 1986 or otherwise; the passing of a resolution for voluntary winding up or summoning a meeting to pass such a resolution otherwise than for the purposes of a bona fide amalgamation or reconstruction; the presentation of a petition for the winding up of the Purchaser or for an administration order in relation to the Purchaser; the Purchaser ceasing or threatening to cease to carry on its business

10.1.2 "Associated Company" shall mean a subsidiary or holding company of the Purchaser (as defined in Section 736 of the Companies Act 1985) or any company in which the Purchaser or any such subsidiary or holding company owns

25% or more of issued equity share capital or any company, firm or business of which any director for the time being of the Purchaser is a partner or in which he has an interest (whether directly or indirectly) or 20% or more of its share capital or its assets (as the case may be).

10.2 If the Purchaser fails to pay the Company for any Materials on the due date or any credit limit is exceeded or if there is a material change in the constitution of the Purchaser or an Associated Company or the Purchaser or an

Associated Company becomes insolvent or if the Purchaser is in breach of any term of the Contract and fails to remedy such breach after being so requested to do the full balance outstanding on any account between the Company and the Purchaser shall become immediately payable and the Company shall be entitled to do one or more of the following (without prejudice to any other remedy it may have):

10.2.1. Require payment in cash or cleared funds in advance of delivery of undelivered Materials;

10.2.2 cancel or suspend any further delivery to the Purchaser under any contract;

10.2.3 sell or otherwise dispose of any Materials which are the subject of any contract between the Company and the Purchaser;

10.2.4 charge the Purchaser interest on the balance of monies due at the rate of 4% per annum above Barclays Bank Plc base rate in force from time to time from the date the payment became due until actual payment is paid whether before or after Judgement;

10.2.5 without prejudice to the generality of Clause 8 of these Conditions exercise the powers there set out.

11 General

11.1 The construction validity and performance of these Conditions and the Contract shall be governed by English law.

11.2 The headings of these Conditions are for convenience only and shall have no effect on interpretation.

11.3 Health and Safety/Hazard Data Sheets relevant to Materials are available on request.

11.4 The Company shall not be liable to the Purchaser or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform any of the Company's obligations if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing the following are non-exhaustive illustrations of causes beyond the Company's reasonable control: strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Company or a third party); premature exhaustion of reserves or geological faults which were not reasonable foreseeable rendering the working of reserves uneconomic; failure of a processing plant.

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11.5 If any Clause or sub clause of these Conditions is held by any court of other competent authority to be void or unenforceable the validity of the other clauses or sub clauses of these Conditions shall not be affected and they shall remain in full force and effect.

11.6 The waiver by the Company of any breach or default of these Conditions shall not be construed as a continued waiver of the breach nor as a waiver of any subsequent breach of the same or any other provision.

Concrete Pumping & Hire Of Plant

Document containing clauses 11.2-11.10, 12 (CRANE CONTRACT LIFTS), 13 (NOTIFICATION OF ACCIDENTS), 14 (TERMINATION OF HIRE), 15 (UNAUTHORISED RE-HIRING OF EQUIPMENT), 16 (ACCESS BY US FOR SERVICING AND INSPECTION AND RECOVERY OF PLANT AND EQUIPMENT), 17 (NAMEPLATES), 18 (GENERAL), and 18.1-18.6. Includes CPA logo and contact information for Pro Pump Hire Limited.

MODEL CONDITIONS FOR THE HIRING OF PLANT

(With effect from July 2011)

These conditions are not to be used for consumer contracts.

A consumer contract is a contract entered into with a person acting in their own capacity and not for or on behalf of any business or trade entity.

1. DEFINITIONS

- (a) The "Contract" is the Contract between the Owner and the Hirer for the hire of Plant, which incorporates the Offer and is governed by these conditions.
2. (b) The "Hire Period" shall commence from the time when the Plant leaves the Owner's depot or place where last employed and shall continue until the Plant is received back at the Owner's named depot or other agreed location. For the avoidance of doubt the Hire Period includes the time Plant is left on site during a Holiday Period
3. (c) The "Hirer" is the Company, firm, person, Corporation or public authority taking the Owner's Plant on hire and includes their successors or personal representatives.
4. (d) "Holiday Period" covers any cessation of work over Easter, Christmas and the New Year; as well as any other Bank or Public holidays.
5. (e) "Offer" is the Owner's offer to hire the Plant to the Hirer which will include details of the Plant to be hired, the Hire Period, relevant hire rates and charges and any supplementary conditions to be incorporated into the Contract.
6. (f) The "Owner" is the Company, firm or person letting the Plant on hire and includes their successors, assignees or personal representatives.
7. (g) "Plant" covers all classes of Plant, or replacement Plant, machinery, vehicles, equipment, accessories, and any ancillary items, vehicles or equipment therefor, which the Owner agrees to hire to the Hirer, or anything which is supplied by the Owner to effect the hire, and anything supplied by the Owner for the safe operation and routine inspection and maintenance of the Plant.
8. (h) A "Working Day" shall be from 8.00 am to 4.30 pm, Monday to Thursday, and 8.00 am to 3.30 pm, on Friday allowing a half-hour lunch break each day, unless otherwise specified in the Contract.
9. (i) A "Working Week" covers the period from 8.00 am on Monday to 3.30 pm on Friday, unless otherwise specified in the Contract.

2. EXTENT OF CONTRACT

No terms, conditions or warranties other than as specifically set forth in the Offer shall be deemed to be incorporated or to form part of the Contract or shall otherwise govern the relationship between the Owner and the Hirer in relation to the hire of any particular Plant pursuant to the Offer. This excludes all other terms or conditions which the Hirer may seek to apply under any order or acknowledgement or acceptance or similar document and supersedes all prior negotiations, representations or agreements, whether written or oral unless and to the extent that they are expressly accepted in writing and signed by the Owner. The Owner and the Hirer do not intend that any of the terms of the Contract will be enforceable by virtue of the

Contracts (Rights of Third Parties) Act 1999 by any person not a party to the Contract, except that a person who is a successor to or an assignee of the rights of the Owner is deemed to become a party to the Contract after the date of succession or assignment (as the case may be).

3. ACCEPTANCE OF PLANT

Acceptance of the Plant on site implies acceptance of all terms and conditions herein

unless otherwise previously agreed in writing.

4. UNLOADING AND LOADING

The Hirer shall be responsible for the unobstructed access and egress and, unless otherwise agreed in writing, for unloading and loading of the Plant at the site; and any personnel supplied by the Owner for such unloading and / or loading shall be deemed to be under the direction and control of the Hirer. Such personnel shall for all purposes in connection with their employment in the unloading and / or loading of the Plant be regarded as the servants or agents of the Hirer (but without prejudice to any of the provisions of clause 13) who shall be solely responsible for all claims arising in connection with unloading and / or loading of the Plant by, or with the assistance of, such personnel.

5. DELIVERY IN GOOD ORDER AND MAINTENANCE: INSPECTION REPORTS

(a) Unless notification in writing to the contrary is received by the Owner from the

Hirer in the case of Plant supplied with an operator within four working days, and in the case of Plant supplied without an operator within three working days, of the Plant being delivered to the site, the Plant shall be deemed to be in good order, save for either an inherent fault or a fault not ascertainable by reasonable examination, in accordance with terms of the Contract and to the Hirer's satisfaction, provided that where the Plant requires to be erected on site, the periods stated above shall be calculated from the date of completed erection of Plant. The Hirer shall be responsible for the safe keeping of the Plant, its use in a workmanlike manner within the manufacturer's rated capacity and in accordance with the manufacturer's and / or the Owner's recommendations, and its return on the completion of the Hire Period in equal good order (fair wear and tear excepted).

(b) The Hirer shall at all times when hiring Plant without the Owner's operator or driver take all reasonable steps to keep himself acquainted with the state and condition of the Plant. If such Plant is continued at work or in use in an unsafe and unsatisfactory state or environment, the Hirer shall be solely responsible for any damage, loss, cost, expense or accidents whether directly or indirectly arising therefrom.

(c) Any inspection report required under the relevant legislation, or a copy thereof, shall be supplied by the Owner, if requested by the Hirer, and returned on completion of the Hire Period.

6. SERVICING AND INSPECTION

The Hirer shall at all reasonable times allow the Owner, his agents or his insurers to have access to the Plant to inspect, test, adjust, repair or replace the same. So far as reasonably practicable the Hirer shall allow such access during the Working Day.

7. GROUND AND SITE CONDITIONS

(a) The Hirer is deemed to have knowledge of the site or the property or land where the Plant is to be delivered and the Hirer warrants that the condition of the site or place of delivery of the Plant is suitable for the use of such Plant.

(b) If, in the opinion of the Hirer, the ground (including any private access road or track) is soft or unsuitable for the Plant to work on, travel over, be transported over, be erected or dismantled on without timbers or equivalent support, the Hirer shall supply and lay suitable timbers or equivalent support in a suitable position for the Plant to travel over, work on, be transported over, be erected or dismantled on, including for the purpose of delivery and collection.

(c) Any timber or other material supplied by the Owner is provided solely to assist the Hirer under their duties within clause 7(b) and expressly not to relieve him of his legal, regulatory or contractual obligations to ensure adequate stability of the Plant.

(d) The Hirer is responsible for the protection of, and liable for any damage to, any underground, surface or above ground services and utilities including, but not limited to cables, ducts, water pipes and gas lines, and any pavements, bridges, tunnels and roadways on or adjacent to the site and the Hirer shall liaise as necessary and comply with all requirements of the relevant statutory authority or similar body.

8. HANDLING OF PLANT

a) When a driver or operator or any person is supplied by the Owner with the Plant, the Owner shall supply a person competent in operating the Plant or for such purpose for which the person is supplied and such person shall be under the direction and control of the Hirer. Such drivers or operators or persons shall for all purposes in connection with their employment in the working of the Plant be regarded as the servants or agents of the Hirer (but without prejudice to any of the provisions of clause 13) and the Hirer shall be solely responsible for all claims arising in connection with the operation of the Plant by the said drivers / operators / persons.

(b) The Hirer shall not allow any other person to operate such Plant without the Owner's prior written consent.

(c) Such drivers or operators or persons shall not operate any other plant or machinery or undertake work other than that for which they are supplied by the Owner unless previously agreed in writing between the Owner and the Hirer.

9. BREAKDOWN, REPAIRS AND ADJUSTMENT

1. (a) Any breakdown or the unsatisfactory working of or damage to any part of the Plant must be notified immediately to the Owner, and confirmed in writing. Any claim for breakdown time will only be considered from the time and date at which written notification is received and acknowledged by the Owner.

2. (b) Full allowance for the hire charges set out in the Offer will be made to the Hirer for any stoppage due to breakdown of the Plant caused by the development of either an inherent fault or a fault not ascertainable by reasonable examination or fair wear and tear and for all stoppages for normal running repairs in accordance with the terms of the Contract.

3. (c) The Hirer shall not (except for the changing of any tyre and repair of punctures), repair, modify or alter the Plant without the prior written permission of the Owner. The changing of any tyre and repair of punctures are however the responsibility of the Hirer who should arrange for them to be changed / repaired. The Hirer is responsible for all costs incurred in the changing or replacement of any tyre (which must be of an equivalent specification) as approved by the Owner and for the repair of any puncture.

4. (d) The Hirer shall be responsible for all expense involved arising from any breakdown, unsatisfactory working of or damage to any part of the Plant due to the Hirer's negligence, misdirection or misuse of the Plant, whether by the Hirer or his servants, and for the payment of hire at the idle time rate as defined in clause 25, during the period the Plant is necessarily idle due to such breakdown, unsatisfactory working or damage. The Hirer is responsible for the cost of spares and / or repairs due to theft, loss or vandalism of the Plant. The Owner will be responsible for the cost of repairs, inclusive of the cost of spares, to the Plant involved in breakdown from all other causes.

10. OTHER STOPPAGES

No claims will be admitted (other than those allowed for under "Breakdown" (clause 9) or for "Idle Time" (clause 25), as herein provided), for stoppages through causes outside the Owner's control, including but not limited to bad weather and / or ground conditions nor shall the Owner be responsible for the cost or expense of recovering any Plant from soft or unsuitable ground, or a hazardous environment. For the avoidance of doubt, the Hirer shall be responsible for the cost and expense of recovering any Plant from soft or unsuitable ground or a hazardous environment.

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11. LOSS OF OTHER PLANT DUE TO BREAKDOWN

Each item of Plant specified in the Contract is hired as a separate unit and the breakdown or stoppage of one or more units or vehicles (whether the property of the Owner or otherwise) through any cause whatsoever, shall not entitle the Hirer to compensation or allowance for the loss of working time by any other unit or units of Plant working in conjunction therewith, provided that where two or more items of Plant are expressly hired together as a unit, such items shall be deemed to be one unit for the purpose of breakdown.

12. LIMITATION OF LIABILITY

Except for liability on the part of the Owner which is expressly provided for in the Contract (including these clauses):

- (a) the Owner shall have no liability or responsibility for any loss, or damage of

whatever nature due to or arising through any cause beyond his reasonable control;

2. (b) the Owner shall have no liability or responsibility, whether by way of indemnity or by reason of any breach of the Contract, breach of statutory duty or misrepresentation or by reason of the commission of any tort (including but not limited to negligence) in connection with the hire, for any of the Hirer's loss of profit, loss of use of the Plant or any other asset or facility, loss of production or productivity, loss of contracts with any third party, liabilities of whatever nature to any third party, and / or any other financial or economic loss or indirect or consequential loss or damage of whatever nature; and
3. (c) whenever the Contract (including these clauses) provides that any allowance is to be made against hire charges, such allowance shall be the Hirer's sole and exclusive remedy in respect of the circumstances giving rise to the allowance, and such remedy shall be limited to the amount of hire charges which would otherwise be or become due if the allowance in question had not been made.
4. (d) For the avoidance of doubt, nothing in these conditions limits or seeks to exclude the Owner's liability for claims of death or personal injury caused by the Owner's negligence, fraud or for any other liability for which it is not permitted to seek to limit or exclude by operation of law.

13. HIRER'S RESPONSIBILITY FOR LOSS AND DAMAGE

- (a) For the avoidance of doubt it is hereby declared and agreed that nothing in this clause affects the operation of clauses 4, 5, 8 and 9 of these conditions.

2. (b) For the duration of the Hire Period (which for the avoidance of doubt includes the time Plant is left on site during a Holiday Period) the Hirer shall, subject to the provisions referred to in sub paragraph (a) make good to the Owner all loss of or damage to the Plant from whatever cause the same may arise, fair wear and tear excepted, and except as provided in clause 9 herein, and shall also fully and completely indemnify the Owner and any personnel supplied by the Owner 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 storage, transit, transport, unloading, loading or use of the Plant during the continuance of the Hire Period, and in connection therewith, whether arising under statute or common law. In the event of loss of or damage to the Plant, hire charges shall be continued at idle time rates as defined in clause 25 until the settlement has been agreed. Payment of the settlement must be made within 21 calendar days of the date of the agreement or idle time charges can be reinstated from the date of that agreement. Should idle time charges be re-instated, the agreed settlement figure remains payable in full.
3. (c) Notwithstanding the above the Hirer shall not be responsible for damage, loss or injury:
 1. (i) prior to delivery of any Plant to the site (or, where the site is not immediately adjacent to a highway maintainable at the public expense, prior to its leaving such highway) where the Plant is in transit by transport of the Owner or as otherwise arranged by the Owner,
 2. (ii) during the erection and / or dismantling of any Plant where such Plant requires to be completely erected / dismantled on site, provided always that such erection / dismantling is under the exclusive control of the Owner or his agent,
 3. (iii) after the Plant has been removed from the site and is in transit on a highway maintainable at the public expense (or where the site is not immediately adjacent to a highway maintainable at the public expense after it has joined such highway) to the Owner by transport of the Owner or as otherwise arranged by the Owner,
 4. (iv) where the Plant is travelling to or from a site on a highway maintainable at the public expense (or, where the site is not immediately adjacent to a highway maintainable at the public expense, prior to its leaving or after its joining such highway) under its own power with a driver supplied by the Owner.

14. NOTICE OF ACCIDENTS

If the Plant is involved in any accident resulting in injury to persons or damage to property, immediate notification must be given by the Hirer to the Owner by telephone and confirmed in writing to the Owner no later than 24 hours after such telephone notification. In relation to any claim in respect of which the Hirer is not bound to fully indemnify the Owner, no admission of liability, offer, promise of payment or indemnity shall be made by the Hirer without the Owner's prior written permission.

15. RE-HIRING ETC.

Neither the Plant nor any part thereof shall be re-hired, sub-let, or lent to any third

party without the prior written permission of the Owner.

16. CHANGE OF SITE

The Plant shall not be moved from the site to which it was delivered or consigned

without the prior written permission of the Owner.

17. RETURN OF PLANT FOR REPAIRS

If during the Hire Period the Owner decides that urgent repairs to the Plant are necessary then he may arrange for such repairs to be carried out on site or at any location of his nomination. In the event that urgent repairs to the Plant are necessary the Owner shall be obliged to replace the Plant with similar Plant if available, the

Owner (but without prejudice to any of the provisions of clauses 9 and / or 13) paying all transport charges involved. In the event of the Owner being unable to replace the Plant he shall be entitled to terminate the Contract forthwith (but without prejudice to any of the provisions of clauses 9 and / or 13) by giving written notice to the Hirer. If such termination occurs:

(a) within three months from the commencement of the Hire Period, the Owner (but without prejudice to any of the provisions of clauses 9 and / or 13) shall pay all transport charges involved, or,

(b) more than three months from the commencement of the Hire Period, the Owner (but without prejudice to any of the provisions of clauses 9 and / or 13) shall be liable only for the cost of reloading and return transport.

18. BASIS OF CHARGING

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21.

(a) The Hirer shall render to the Owner for each Working Week an accurate statement of the number of hours the Plant has worked each day. When any personnel, operator or driver is supplied by the Owner, the Hirer shall sign their time record sheets. The signature of the Hirer's representative shall bind the Hirer to accept the hours shown on the time records sheets.

2. (b) Full allowance will be made for breakdown periods resulting from mechanical or electrical faults or absence of driver or operator supplied by the Owner except where breakdown is due to acts or omissions of third parties and / or the Hirer's misuse, misdirection or negligence, subject however to the provisions of clause 8 of these conditions.
3. (c) Breakdown time in respect of such periods shall be allowed for not more than the Working Day less the actual hours worked.
4. (d) Plant shall be hired out either:

(i) for a stated minimum number of hours per Working Day or per Working

Week or,

(ii) without any qualification as to minimum hours. Odd days at the beginning

and at the end of the Hire Period shall be charged pro rata.

5. (e) Stoppages due to changing of tyres and repairs to punctures will be chargeable

as working time up to a maximum of 2 hours for any one stoppage and any

excess will be charged for at the appropriate idle time rates.

6. (f) In the case of Plant which is required to be dismantled for the purpose of transportation, if the Owner agrees to a modification of the hire charge for the period required for assembling on site and dismantling upon completion of the Hire Period, such modification of the hire charge and the Hire Period for which

it shall apply shall be stated in the Offer / Contract.

PLANT HIRED ON A DAILY BASIS WITHOUT QUALIFICATION AS TO HOURS

The full daily rate will be charged on a daily basis irrespective of the hours worked except in the case of breakdown for which the Owner is responsible, when the actual hours worked will be charged pro rata of the average Working Day. No hire charge shall be made for Saturday and / or Sunday unless the Plant is actually worked. **PLANT HIRED BY THE WEEK OR MONTH WITHOUT QUALIFICATION AS TO HOURS**

The weekly or monthly rate shall be charged irrespective of the number of hours worked, except in the case of breakdown for which the Owner is responsible when an allowance pro rata of the agreed weekly rate or pro rata of the agreed monthly rate will be made for each full Working Day broken down calculated to the nearest half Working Day.

PLANT HIRED BY THE WEEK OR THE HOUR FOR A MINIMUM OF 39 HOURS PER WEEK

The full hire for the minimum period in the Contract will be charged and an additional pro rata charge will be made for hours worked in excess of such minimum period. Allowance will be made for breakdowns up to 8 hours except on Fridays when the allowance will be up to 7 hours providing always that where the actual hours worked are in excess of the minimum period less breakdown time, the actual hours worked shall be chargeable. Idle time for this purpose shall be treated as actual working time. The minimum Working Week of 39 hours shall be reduced by 8 hours Monday to Thursday and 7 hours Friday for each Holiday Period occurring in such Working Week, provided that the Plant is not in use during such Holiday Period.

22. "ALL-IN" RATES

Where "All-In" rates are charged by agreement the minimum period shall be as defined in the Contract and in accordance with the hire rates and terms contained therein, subject to the provisions of clause 26.

23. COMMENCEMENT AND TERMINATION OF CONTRACT (TRANSPORT OF PLANT)

(a) The Hire Period shall commence from the time when the Plant leaves the

Owner's depot or place where last employed and shall continue until the Plant is received back at the Owner's named depot or other agreed location but an allowance shall be made of not more than one day's hire charge each way for travelling time. If the Plant is used on the day of travelling, full hire rates shall be paid for the period of use on that day. If more than one day is properly and unavoidably occupied in transporting the Plant, a hire charge at idle time rates shall be payable for such extra time, provided that where Plant is hired for a total period of less than one Working Week, the full hire rate shall be paid from the date of despatch to the date of return to the Owner's named depot or other agreed location.

2. (b) If the Plant is not made available for collection as agreed between the parties, such Plant shall be deemed with immediate effect to be placed back on hire. The Hirer shall be responsible for the safekeeping of the Plant in accordance with clause 13, and for all the reasonable costs and expenses incurred by the Owner in seeking to collect such Plant.
3. (c) Upon the completion of the Hire Period, the Hirer shall clean and where necessary, decontaminate the Plant. All fuel and contaminants will be removed from bunds, storage tanks and bowsers. The Hirer shall be liable for any costs, liabilities and expenses incurred by the Owner should the Hirer fail to comply with this clause.

24. HIRER'S LIABILITY DURING THE NOTICE OF TERMINATION OF CONTRACT

a) Where the Hire Period is indeterminate or having been defined becomes indeterminate the Contract shall be terminable by seven days notice in writing given by either party to the other except in cases where the Plant has been lost or damaged. Notwithstanding that the Owner may have agreed to accept less than 7 days notice of termination, the Hirer's obligations under clause 13 shall continue until the Plant is returned to the Owner in accordance with clause 31 or until the Owner has collected the Plant within the 7 days following the acceptance of short notice. Oral notice given by the Hirer to the Owner's driver or operator shall not be deemed to constitute compliance with the provisions of this clause.

2. b) Without prejudice to clause 24(a), should the Hirer fail to make the Plant available for collection by the Owner before the end of the 7 day notice, the Hirer's obligations under clause 13 shall continue for a further 3 days or until such time as the Plant is made available for collection and the Owner has collected the Plant. For the avoidance of doubt, where the Hirer gives a notice pursuant to clause 24(a) but subsequently and with the consent of the Owner, withdraws such notice, the obligations of clause 13 shall continue to apply and the requirements of clause 24 will apply to any later termination of the Contract.
3. c) If the Hirer terminates the Contract before the Hire Period commences, then the Hirer is liable for all reasonable costs and charges incurred by the Owner or to which the Owner is committed at the time of termination.

25. IDLE TIME

When the Plant is prevented from working for a complete Working Week, the hire charges shall be two thirds of the hire rate or such other idle time rate as is agreed in writing by the Owner for the period during which the Plant is not in use. If the Plant works for any time during the Working Day then the whole of that Working Day shall be charged as working time. In any case no period less than one Working Day shall be reckoned as idle time save for as provided for in clause 18(e). Where an "All-In" rate is charged, idle time is calculated on the machine element only. Full rate will be charged for the operator.

26. WAGES AND OTHER CHARGEABLE ITEMS RELATING TO DRIVERS AND OPERATORS OF PLANT

All chargeable items shall be paid by the Hirer at the rates set out in the Contract save that any subsequent increases before and / or during the Hire Period arising from awards under any wage agreements and / or from increases in the Owner's statutory contribution shall be charged as additions at cost by the Owner and shall be admitted and paid by the Hirer.

27. TRAVELLING TIME AND FARES

Travelling time, fares and similar expenses for drivers, operators and any person supplied by the Owner, incurred at the beginning and end of the Hire Period and where appropriate return fare of the driver, operator and any person supplied by the Owner to his home will be chargeable at cost. No charge shall be made by the Owner for any such expenses incurred by other employees of the Owner for the purpose of servicing, repair or maintenance of Plant, unless necessitated by the Hirer's negligence, misdirection or misuse of the Plant.

28. FUEL, OIL AND GREASE

Fuel, oil and grease shall, when supplied by the Owner, be charged at net cost or an agreed estimate of net cost, and when supplied by the Hirer, shall be of a grade or type specified by the Owner. The Hirer shall be solely responsible for all damages, losses, costs and expenses incurred by the Owner if the Hirer uses the wrong fuel, oil or grease.

29. SHARPENING OF DRILLS/STEELS ETC.

The cost of re-sharpening or replacement of drill bits, blades and other ancillary

items shall be borne by the Hirer.

30. OWNER'S NAME PLATES

The Hirer shall not remove, deface or cover up the Owner's name plate or mark on the Plant indicating that it is his property, without the prior written permission of the Owner.

31. TRANSPORT

The Hirer shall pay the cost of and if required by the Owner, arrange transport of, the Plant from the Owner's depot or other agreed location to the site and return to the Owner's named depot or other agreed location on completion of the Hire Period.

32. GOVERNMENT REGULATIONS

a) The Hirer will be responsible for compliance with relevant regulations issued by the Government or Local Authorities, including regulations under the Environmental Acts, Factories Acts, Health and Safety at Work, etc. Act and observance of the Road Traffic Acts should they apply, including the cost of road fund licences and any insurances made necessary thereby, save that if and during such time as the Plant is travelling, whether for full or part journey from Owner to site and site to Owner under its own power with a driver supplied by the Owner, the Owner and not the Hirer shall be responsible as aforesaid.

b) The Hirer shall indemnify the Owner against any charges or fines that the Owner may become liable for as a result of the operation of the Plant during the Hire Period.

33. PROTECTION OF OWNER'S RIGHTS

(a) The Hirer shall not re-hire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the Plant except as provided under clause 15 and shall protect the same against distress, execution or seizure and shall indemnify the

Owner against all losses, damage, costs, charges and expenses arising as a direct result of any failure to observe and perform this condition except in the event of Government requisition.

(b) The Owner may terminate the Contract forthwith by written notice to the Hirer if one or more of the following events occur:
(i) The Hirer defaults in punctual payment of any sum due to the Owner for hire

of Plant or other charges payable pursuant to these conditions;
(ii) The Hirer fails to observe and perform the terms and conditions of the

Contract;
(iii) The Hirer suffers, or the Owner reasonably believes that the Hirer shall

suffer, any distress or execution to be levied against him;
(iv) The Hirer makes or proposes to make any arrangement with his creditors or becomes insolvent within the meaning of Section 113 of the Housing Grants, Construction and Regeneration Act 1996 or any amendment or

re-enactment thereof for the time being in force; or
(v) The Hirer does or causes to be done or permit or suffer any act or thing

whereby the Owner's rights in the Plant may be prejudiced or put into

jeopardy.
(c) In the event of termination under sub-paragraph (b) above:

(i) The Hirer must give the Owner or his agents, immediate unobstructed access to recover the Plant.

(ii) The Owner shall be entitled to claim the hire charges outstanding as at the date of termination of the hire under this clause and return transport charges under clause 31.

(d) The rights under sub-paragraph (b) and (c) above:

1. (i) May be exercised notwithstanding that the Owner may have waived some previous default or matter of the same or a like nature.
2. (ii) Shall not affect the Owner's right to claim damages for breach of Contractor recover any sums due under the Contract as a debt.

(e) If the Hirer does not make payment of a sum by the final date on which payment

is due to be made, the Owner has the right to suspend performance of its obligations under the Contract. The right to suspend may not be exercised without first giving to the Hirer at least 7 days notice in writing of the Owner's intention to suspend performance, stating the ground or grounds on which the Owner intends to suspend performance. The right to suspend performance will cease when the Hirer makes payment in full of the amount due.

34. CHANGES IN NORMAL WORKING WEEK

The foregoing provisions have been framed upon the basis of the Hirer working a 5-day week of 39 hours; it is hereby agreed that in the event of:
(a) there being any agreed change in the normal weekly hours in the industry in

which the Hirer is engaged or,
(b) the Contract being made with reference to a 5 day week of other than 39 hours. Clauses 1(h) and (i), 18(c) and (d), 20 and (in regard to breakdown allowance and reduction for statutory holidays) 21 shall be deemed to be modified conformably and in the event of an alteration in the normal weekly working hours in the said industry the "Hire Rates and Terms" of Plant hired for a minimum weekly or daily period shall be varied pro rata.

35. DISPUTE RESOLUTION

(a) If the site is situated within the United Kingdom, then the court whose jurisdiction covers the site will have exclusive jurisdiction and interpretation of the law for this Contract. If the original site is not situated within the United Kingdom, then the relevant jurisdiction and interpretation of the law of the Contract will be governed by the country where the Owner's head office is located.

(b) Both parties to the Contract have a right to refer any difference or dispute arising under or in connection with the Contract to adjudication and the procedure set out in Part 1 of the Scheme for Construction Contracts (England and Wales) Regulations 1998 (or any amendment or re-enactment thereof for the time being in force) will apply. The person (if any) specified in the Contract to act as adjudicator may be named in the Offer. The specified nominating body to select adjudicators shall be the Construction Plant-hire Association acting by its President or Chief Executive for the time being. .

(c) The Owner and the Hirer shall comply forthwith with any decision of the adjudicator; and shall submit to summary judgment and enforcement (and / or, under Scots law, shall consent to a motion for summary decree and submit to enforcement) in respect of all such decisions; in each case, without any defence, set-off, counterclaim, abatement or deduction. Where, under Scots law, the Owner, the Hirer, or the adjudicator, wishes to register a decision of the adjudicator for execution in the Books of Council and Session, any other party shall, on being requested to do so, forthwith consent to such registration by subscribing the decision before a witness.

36. LATE PAYMENTS

The Owner reserves the right to charge the Hirer for the late payment of any outstanding invoices under the Late Payment of Commercial Debts (Interest) Act 1998, or any subsequent legislation.

37. SEVERABILITY

If any of these clauses are held to be unlawful, void or unenforceable, then that clause will be deemed severable and will not affect the validity and enforceability of the remaining clauses, to the extent permitted by law.

SUPPLEMENTARY CONDITIONS FOR CONCRETE PUMPING 2011

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. 1.1 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".
2. 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.
3. 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:

1. 5.1 Cement for grouting the pipelines at the rate of 50kg per 20 metres between the Pump and the point of discharge.
2. 5.2 An adequate piped water supply at the Pump position.
3. 5.3 Temporary light at the Pump position and along the pipeline when required.
4. 5.4 Facilities for washing out the Pump and adequate assistance in cleaning any spillage.
5. 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.

	<ol style="list-style-type: none">6. 5.6 Any additional labour required in respect of pipeline erection or dismantling.7. 5.7 Suitable supports for pipelines and anchorage points for vertical pipelines.8. 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.9. 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.
	<p>6. GROUND AND SITE CONDITIONS</p> <p>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</p>

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

1. 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.
2. 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.
3. 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 any 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.

The Hire Charges will be charged and based on the length of time for which you require the Plant and Equipment and the Operator. If you agreed to take the Plant and Equipment for a minimum or a fixed period, you must pay the Hire Charges applicable for the whole of the minimum or the fixed period.

You do not continue to pay Hire Charges during stoppages which we could have avoided (such as breakdowns in the Plant and Equipment). Neither do you continue to pay Hire Charges during our Operator's lunch break (if taken).

Stoppages which are not due to a fault on our part, or on the part of our operator, will be charged for. (E.g. stoppages caused by inclement weather, unforeseen problems with the Site or access, punctures or usual running maintenance such as re-fuelling or re-fitting accessories).

You can ask our Operator to stop work at any time. If you do so, you will be responsible for the Hire Charges up to the point at which your request is made including the daily rate for the day on which work ceases, or the agreed minimum or fixed period.

We may ask you for payment of all or part of the Hire Charges in advance. If you give us more than 72 hours' notice that you wish to cancel the hire then we will repay the whole of any such advance payment. If you give us less than 72 hours' notice that you wish to cancel the hire, then we will repay 50% of the advance payment (unless we are able to re-hire the Plant and Equipment in which case we will repay the whole of the advance payments). We will repay the whole of the advance payment if hire of the Plant and Equipment does not proceed due to a fault on our part.

During the period of hire, from time to time, you will be asked to sign a time sheet confirming that it is an accurate record of the Operator's chargeable hours. You should check the time sheet carefully and only sign it if you agree with the information set out.

Hire charges are due at the beginning and/or at the end of the hire. We will let you know when you must pay the Hire Charges at the time you hire the Plant and Equipment.

You will pay the Hire Charges in full and upon the due dates, and time of payment is of the essence.

If any payment due under this Agreement is not paid in full and on the due date, interest will be charged from the due date to the date of payment at the base rate of the Bank of England plus 8% per annum.

CRANE CONTRACT LIFTS

If the Plant and Equipment includes a crane, the crane will be provided and operated in accordance with the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER) and the British Standard Code of Practice for the Safe Use of Cranes (BS 7121). We will supply a competent crane supervisor who will be responsible for organising the lifting operation as planned by our Appointed Person, selecting suitable lifting tackle and ensuring that the work can be undertaken safely. Our crane supervisor will have authority to stop the operation whenever he considers it would be dangerous to continue and you agree to him having overall control of the lifting operation.

NOTIFICATION OF ACCIDENTS

You must notify us immediately if there is any accident involving the Plant and Equipment which results in damage to the Plant and Equipment or to other property or injury to or the death of any person.

TERMINATION OF HIRE

You can bring this Agreement to an end at any time by notifying our Operator or us that you wish to do so and by paying the Outstanding Balance.

If you breach any term of this Agreement, we may terminate this Agreement and require the immediate return of the Plant and Equipment to us. You undertake to return the Plant and Equipment to us upon termination of this Agreement. We will not ask you to return the Plant and Equipment before the end of the minimum or fixed period unless you are in default.

UNAUTHORISED RE-HIRING OF EQUIPMENT

You must not re-hire, sub-let or lend any of the Plant and Equipment to any third party or otherwise part with possession of the Plant and Equipment.

ACCESS BY US FOR SERVICING AND INSPECTION AND RECOVERY OF PLANT AND EQUIPMENT

You undertake that you will allow us to have access to your premises at any reasonable time to enable us to inspect, test, adjust, repair or replace the Plant and Equipment as necessary while it is in your possession or to recover the Plant and Equipment.

You must not remove, deface or cover up any nameplate or identification mark or number on the Plant and Equipment, nor put any mark on the Plant and Equipment, which might indicate or suggest that the Plant and Equipment belongs to you.

GENERAL

If any provision of this Agreement is held to be unlawful, void or unenforceable then that provision will be deemed severable and will not affect the validity and enforceability of the remaining provisions, to the extent permitted by law.

Notices from you to us should be sent to us at our principal office address. Notices from us to you will be sent to the address provided to us by you or to any other address which you have notified to us in writing. You will notify us immediately in writing of any change to your address.

This Agreement incorporates all of the terms agreed between you and us. It cannot be varied except by a document signed by you and us on or after the date of this Agreement.

A party who is not a party to this Agreement shall have no right to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

If any amount is payable to you by us under this Agreement, we may withhold from those monies an amount equal to the total monies you owe us under this Agreement.

If the Site is situated within the United Kingdom, then the court whose jurisdiction covers the Site will have exclusive jurisdiction and interpretation of the law for this Contract. If the original Site is not situated within the United Kingdom, then the relevant jurisdiction and interpretation of the law of the Contract will be governed by the country where our head office is located.

Pro Pump Hire Ltd will not incur any costs for any losses due to breakdown of machinery or injury to operators.

Pro Pump Hire Ltd will not be liable for any costs incurred due to the concrete being called in before the concrete pump has arrived.

Unless a backup pump is ordered – In case of any breakdown or operator injury we will not guarantee a same day replacement.