

AINSCOUGH

CRANE HIRE LTD

SUPPLEMENTARY CONDITIONS APPLICABLE TO MOBILE AND CRAWLER CRANES TO BE READ IN CONJUNCTION WITH THE CPA MODEL CONDITIONS FOR THE HIRING OF PLANT 2001

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

It is a specific recommendation of BS 7121 that where the Hirer does not have the expertise to carry out the lifting operation he should employ the Owner or another competent organisation to undertake the work on a "Contract Lift" basis.

DEFINITIONS AND PRIMACY

1. (i) These Supplementary Conditions Applicable to Mobile and Crawler Cranes shall be referred to as the "Crane Supplementary Conditions" and the CPA Model Conditions for the Hiring of Plant 2001 shall be referred to as the "CPA Conditions".

1. (ii) Unless the context suggests otherwise words and terms in the Supplementary Conditions shall have the same meaning as in the CPA Conditions.

PLANNING, SUPERVISING, SLINGING, HANDLING

2. (i) In order to comply with the requirements of the Lifting Operations and Lifting Equipment Regulations 1998 (SI 1998 No. 2307) and BS 7121 the Hirer is responsible for planning, supervising and controlling the lifting operations, including the preparation and distribution of risk assessments, method statements and for the safe slinging of the goods to be lifted or handled.

2. (ii) 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 not to relieve or reduce the Hirer's requirement to make his own independent assessment as outlined above.

INSURANCE

3. (i) The Hirer shall take out and maintain insurance against any and all liabilities the Hirer might incur under the Contract provided the same is commercially available. The Owner reserves the right to require confirmation that the Hirer is complying with its insurance obligations.

3. (ii) Without prejudice to the Hirer's insurance obligations, the Owner and the Hirer may agree that the Owner shall insure against certain specified liabilities or losses of the Hirer in which case the Owner shall be entitled to charge the Hirer. Such insurance shall be subject to exclusions and excesses.

LIMITATION OF LIABILITY

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

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

CRANE CAPACITY

5. (i) In the event that the Contract specifies a particular type of crane or support vehicle the Owner reserves the right to supply a suitable alternative crane or support vehicle to that specified. Acceptance of the crane or support vehicle on site shall be acceptance of the variation of the Contract in respect of the crane or support vehicle supplied.

PROVISION OF LIFTING GEAR

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

GROUND CONDITIONS

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

TRAVELLING, ERECTION AND DISMANTLING

8. (i) Any time spent setting up, transporting and moving the crane and support vehicles, erecting and dismantling the jibs and transporting additional jibs sections or ballast is payable by the Hirer to the Owner at the rate specified in the Contract. The Hirer shall also allow the Owner, or any representative of the Owner, free and unrestricted access to the crane and support vehicles and to all areas of their operation.

8. (ii) Insofar as the Hirer's use of the crane will require any licence, permission or authorisation from any private or public body or government or Local Authority or the giving of notice to any such body, Government or Authority then the obtaining of any such licence, permission or authorisation, or the giving of any such notice, shall be the entire responsibility of the Hirer, who must ensure that sufficient notice is given to the owner to guarantee compliance with Movement Regulations. This responsibility extends to ensuring that the site is clear of all obstructions and that traffic management arrangements are set up and operated correctly. Where the Owner is required to obtain such licence, permission or authorisation or to supply traffic management on the Hirer's behalf a charge will be added.

8. (iii) Subject to Clause 25 of the CPA Conditions the Hirer shall be liable to the Owner for the agreed fees and charges regardless of any change in the Hirer's circumstances or the circumstances affecting the use to which the Hirer intends or intended to put the crane or support vehicle and any decision to accept a cancellation or variation of the Contract in any respect shall be at the Owner's full and entire discretion.

COMPETENCE AND NEGLIGENCE

9. (i) For the avoidance of doubt, the reference to "a person competent in operating the plant" at Clause 8 of CPA Conditions is to a person who has appropriate qualifications, training and experience to operate the plant. Whilst a careless act or omission on that person's part may indicate negligence it does not of itself constitute incompetence. Incompetence arises only if that person is not aware of the consequences of their behaviour.