

SUPPLEMENTARY CONDITIONS APPLICABLE TO TOWER CRANES 2012

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 under the British Standard Code of Practice 7121 for the Safe Use of Tower Cranes ("BS 7121") 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 is responsible for providing a suitably trained and experienced "appointed person" to ensure the adequate planning and supervision of the operation. When provided, the Owner's responsibility is limited to providing competent personnel, and a crane that is properly maintained, inspected, thoroughly examined, tested where necessary, and certificated.

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 Tower Cranes only and shall be referred to as the "Supplementary Conditions".
- 1.2 Unless the context suggests otherwise words and terms in these 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. PLANNING, SUPERVISING, CO-ORDINATING, SLINGING AND HANDLING

- 2.1 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, co-ordinating 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.
- 2.2 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 in clause 2.1 above.
- 2.3 When we provide any personnel including a Crane Supervisor, crane co-ordinator, slinger, signaller or crane operator (as defined in BS 7121-5), all such personnel will work under the direction and control of the Hirer's Appointed Person, notwithstanding that the Appointed Person may not be on site, in accordance with Clause 8 of the CPA Model Conditions for the Hiring of Plant (2011).

- 2.4 The Hirer is responsible for ensuring, that the tower crane operative carries out the daily / weekly checks to the tower crane and to notify any defects to the Owner and take appropriate action on his findings. The Hirer is also responsible for the completion and retention of records and compliance with all Health and Safety legislation and regulations at all times. The cost of carrying out the daily / weekly checks will remain the responsibility of the Hirer.
- 2.5 The Hirer is required to ensure that the Tower Crane's Thorough Examination Certificate is registered on the Health and Safety Executive's Register. The Owner may assist in registering the Certificate on behalf of the Hirer for a small fee.
- 2.6 The Hirer must ensure that the tower crane operative is supervised whilst ascending and descending the tower crane to ensure that the operative ascends and/or descends the tower crane safely and without harm. The Hirer must also ensure that the tower crane operative leaves the site safely at the end of each Working Day.
- 2.7 During times of darkness or limited daylight, the Hirer must ensure that the tower crane operative has adequate lighting to safely ascend and/or descend the tower crane.

3. INSURANCE

The Hirer shall take out and maintain insurance against any and all liabilities the Hirer may 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. SUPPLY OF ALTERNATIVE CRANE

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

5. PROVISION OF LIFTING ACCESSORIES

If requested and specified by the Hirer in advance, the crane will be provided with specific certified lifting accessories, subject to availability and at additional cost. The Owner accepts no responsibility for any costs, losses or expenses incurred or delay caused should the lifting accessories prove unsuitable.

6. GROUND AND SITE CONDITIONS

Without prejudice to clause 7 of the CPA Model Conditions:

- 6.1 The Hirer shall be fully liable to the Owner for any damage to the tower crane or any Plant required for the erection, servicing, adjusting, modifying and dismantling of the tower crane or any associated equipment for the tower crane caused by ground and site conditions and shall indemnify the Owner and hold the Owner harmless against any liability, expense, loss or damage caused by ground and site conditions.
- 6.2 The Hirer will ensure that a suitable base is prepared prior to the delivery of the tower crane, subject to site discussion between the Owner and the Hirer. Otherwise, the Hirer shall ensure and confirm that the foundation on which the tower crane is situated is level, and able to withstand the forces that the tower crane exerts and is in keeping with all current Health and Safety legislation and regulations, and within the manufacturer's recommendations / drawings for the type of tower crane being hired.

The design of any base or foundation will be checked in accordance with Category 2 of Table 1 of BS 5975 - Code of practice for temporary works procedures and permissible stress design of falsework.

7. TRAVELLING, ERECTION AND DISMANTLING

- 7.1 The hire charge will begin once the crane has been erected, tested and commissioned, provided that the appropriate entries have been completed and signed in the site's statutory register. Hire charges will continue until the crane is off-hired by agreement with the Owner provided always sufficient written notice has been received from the Hirer to the Owner.
- 7.2 Insofar as the Hirer's use of the tower crane will require any licence, permission or authorisation from any private or public body or government or Local Authority or the giving of notice for any such licence, permission or authorisation, 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 the relevant regulations. This responsibility extends to ensure that the site is kept clear of all obstructions and that if required, 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 expenses incurred by the Owner in doing so.
- 7.3 The Owner will charge the Hirer for any time incurred whilst erecting, dismantling, modifying, adjusting or moving the tower crane, including re-testing, and service inspections, for the duration of the Contract. The Hirer shall ensure that the Crane Operator fully assists the Owner or the Owner's representative(s) during the service inspection(s). The Hirer shall also allow the Owner, or any representative(s) of the Owner and their vehicle(s), free and unrestricted access to the tower crane and any associated equipment and to all areas of their operation.
- 7.4 The Hirer will not attempt to adjust or modify the tower crane or the attachments thereto without prior 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 tower crane, any reasonable costs incurred by the Owner in so doing will be charged to the Hirer.
- 7.5 The Hirer will clear all debris and site rubbish surrounding the tower crane and associated equipment prior to dismantling of the tower crane. Any reasonable costs 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.
- 7.6 Any costs incurred by the Owner as a result of delays or cancellation by any cause beyond the Owner's reasonable control including but not limited to inclement weather, aborted road closures, ground conditions, access / egress in the planned area of operations, or industrial action on site during the erection, alteration or dismantling of the tower crane and associated equipment will be charged in full to the Hirer.
- 7.7 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 tower crane 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.

7.8 The Owner shall be given the necessary notice from the Hirer prior to erecting or dismantling the tower crane and associated equipment or any alterations thereto.

8. EXCLUSION ZONES

8.1 The Hirer will create and maintain an exclusion zone at no cost to the Owner, whilst the tower crane is either being erected, serviced, adjusted, modified or dismantled. During this time, the Hirer will be solely responsible for preventing any unauthorised personnel from entering the exclusion zone. Should the Hirer fail to comply with this requirement, the Hirer will be solely liable for any loss or damage or injury to persons or property and to costs sustained by the Owner as a result of suspension of works arising from the failure to maintain the area.

8.2 The Hirer will receive written confirmation of the agreed area of the exclusion zone from the Owner, a reasonable period prior to the tower crane being erected, serviced, adjusted, modified or dismantled.

9. POWER SUPPLY

9.1 If an electric power supply is required, the Hirer will be responsible for the cost of providing the correct power supply for the type of tower crane being hired to the base of the tower crane or close by, prior to the arrival of the tower crane. The power supply will terminate in a suitably sized Switch Fused Isolator (SFI), at the Hirer's cost, and will remain available until the tower crane has been completely dismantled.

9.2 The Owner will be responsible for connecting the power supply to the tower crane from the Hirer's SFI, ensuring it is of the required size for the crane's requirements. Unless otherwise agreed, when the tower crane is not in use, the Hirer will ensure that the power supply is properly isolated.

10. LIGHTNING PROTECTION

It is the responsibility of the Hirer to ensure that in the event of a lightning strike the tower crane structure provides an adequate conducting path to earth, in accordance with Clause 10.8.2 of BS7121:5-2006.

11. 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. The Hirer will be charged for the crane during the Holiday Periods in accordance with the terms of the Contract. If an operator works during this period, then the Hirer will be charged for the operator too.

12. MINIMUM HIRE PERIOD

The Hirer will hire the tower crane for a minimum period as stated on the Contract. The Owner reserves the right to charge the Hirer the balance of the Contract, should the hire be terminated earlier than contractually agreed.

13. WORKING TIME REGULATIONS

Notwithstanding that, ultimately, the Owner is responsible for complying with the Working Time Regulations; the Hirer should ensure that whilst on site, the Owner's personnel are complying with the Working Time Regulations.

RESPONSIBILITIES OF THE OWNER

14. 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:

- 14.1 any goods or other things being moved by the tower crane;
- 14.2 any surface or subsurface features such as underground services;
- 14.3 any above ground structures, including any overhead cables, overhanging or protruding things which might result from the travelling, positioning or working of the tower crane or any associated equipment.

15. COMPETENCE

If the Owner provides an operator with the tower crane, 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.