

SUPPLEMENTARY CONDITIONS APPLICABLE TO HOISTS 2021

TO BE READ IN CONJUNCTION WITH THE CPA MODEL CONDITIONS FOR THE HIRING OF PLANT (2021)

EXPLANATORY NOTE: The purpose of these Supplementary Conditions is, both 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 2021 ("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 INTERPRETATIONS

- 1.1 These Supplementary Conditions are applicable to Hoists and Transport Platforms only and shall be referred to as "hoists" in 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). The Hirer will be responsible for provision of emergency rescue of personnel from the hoist in accordance with industry Good Practice.
- 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 their own independent assessment as outlined above.
- 2.3 The Hirer is responsible for providing at their 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 and other applicable legislation and regulations at all times.
- 2.4 The Hirer is responsible for using the Plant in the manner prescribed in the hoist manufacturer's manual.
- 2.5 The hoist(s) shall not be modified or have additional equipment fitted to it without the express written permission of the Owner.
- 2.6 The Hirer must inform the Owner in writing if the hoist is going to be used in any way other than in accordance with the scope of the Reported Thorough Examination and other than in accordance with the manufacturer's operating instructions.
- 2.7 The Hirer must inform the Owner in writing if the Hirer is carrying out any third-party inspections or operator training, copies will be given to the Owner as well.

3. EXCLUSION ZONES

- 3.1 The Hirer should receive written confirmation of the exclusion zone from the Owner, within a reasonable period prior to the hoist being erected, serviced, examined, adjusted, modified or dismantled. For the avoidance of doubt, the exclusion zone

may extend beyond the boundary of the site and include any relevant airspace. Such exclusion zone remains the responsibility of the Hirer.

- 3.2 The Hirer will create and maintain an exclusion zone (including any relevant airspace) at no cost to the Owner, whilst the hoist is either being erected, serviced, examined, 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.

4. POWER SUPPLY

- 4.1 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.
- 4.2 At the Hirer's cost, the Hirer will arrange the power supply will terminate in a suitably sized electrical isolator switch (EIS) that is capable of being padlocked in the off position and will be in close proximity to the base of the hoist to prevent unauthorised or inadvertent use when the hoist is out of service. This power supply will remain available until the hoist has been completely dismantled.
- 4.3 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, except when an ancillary power supply is needed for the hoist at all other times. The Hirer will be responsible for disconnecting the power supply at the end of the Hire Period once the hoist has been completely dismantled.

5. GROUND AND SITE CONDITIONS, BASES AND TIES

Without prejudice to Clause 7 of the CPA Model Conditions:

- 5.1 The Hirer shall be fully liable to the Owner for any damage to the hoist or any Plant required for the erection, servicing, adjusting, modifying and dismantling of the hoist or any associated equipment for the hoist 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/or site conditions.
- 5.2 The Owner will provide sufficient written technical information that will allow the Hirer to prepare a suitable base/foundation which may include embedment frames/sockets, and where applicable, the mast-ties fixing points back to the structure, that can withstand all of the forces the hoist exerts in all configurations and circumstances.
- 5.3 The Hirer will confirm in writing that the base/foundation is compliant with the written technical information by the Owner, and with all current legislation, Approved Code of Practice (ACOP) and industry good practice, including but not limited to BS 5975. The Hirer will indemnify the Owner should the Hirer not comply with this requirement and will also be liable for all hire charges and/or costs that would apply if this non-compliance had not arisen.
- 5.4 The Hirer will ensure that any structure (temporary or permanent works) to which the hoist will be mounted or attached can withstand all of the forces applied from the operation and testing of the hoist in the hired/agreed configurations and in all circumstances. The Hirer will be responsible for any damage caused to the structure as a result of any use of the hoist.
- 5.5 The Hirer shall ensure that the base of the hoist is kept free of surface water, which may require the installation of surface water drains or pumped systems. Where any part of the hoist is below the ground's surface, the Hirer at their own cost will install and maintain a pump system to keep the area free of water. The Hirer will be liable for any damage as per clause 13 of the Model Conditions if the Hirer fails to comply.

6. ERECTION, MODIFICATION AND DISMANTLING

- 6.1 The Hirer must give a minimum of four week's (28 calendar days') notice, unless

otherwise agreed by the Owner, of the dates upon which the Owner will erect, or modify, or dismantle the hoist.

- 6.2 Insofar as the Hirer's use of the hoist will require any licence, permission or authorisation which may include but not limited to 'oversailing', 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.
- 6.3 If the hoist is to be secured to a structure, then the Hirer must obtain permission to attach to 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.
- 6.4 The Hirer will ensure that the structure to which the hoist will be attached can withstand the forces imparted from the operation and testing of the hoist. The Hirer will be responsible for any damage caused to the structure as a result of any use of the hoist.
- 6.5 The Hirer will clear all debris and site rubbish from the hoist platform and equipment prior to any modification or dismantling of the hoist, as per the Owner's Risk Assessment/Method Statement. 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.
- 6.6 The Hirer will provide without charge to the Owner, a suitable working area which will be subject to clause 3 (Exclusion Zones), where the hoist can be erected, tested, commissioned, modified, adjusted, moved, and includes during re-testing, in-service inspections or Thorough Examination(s), for the duration of the Contract.
- 6.7 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. The Owner reserves the right to recover the costs of inspecting and maintaining the hoist if access can not be provided on weekdays during normal working hours as defined in clause 1(h) of the CPA Model Conditions.
- 6.8 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.
- 6.9 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.
- 6.10 Any additional duties which the Hirer requires the Owner to perform which may include, but not be limited to the drafting of Lift Plans, Temporary Works Drawings, calculations, site visits, may be charged to the Hirer.
- 6.11 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 adverse weather, aborted road closures, ground conditions, route to/from as well as access/egress in the planned area of operations, or industrial action on site during the erection, modification, or dismantling of the hoist and associated equipment will be charged in full to the Hirer. Where applicable, clause 23(b) of the CPA Model Conditions will also take effect.
- 6.12 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.

7. LIGHTNING PROTECTION

It is the responsibility of the Hirer to ensure that the hoist is provided with an adequate conducting path to earth, in accordance with BS EN 62305 and any subsequent amendments. The Hirer is responsible for carrying out the 'continuity test'. The Hirer will be liable for any damage as per clause 13 of the Model Conditions.

8. SUPPLY OF ALTERNATIVE HOIST

In the event that the Contract specifies a particular type of hoist, the Owner reserves the right to supply a suitable alternative hoist to that specified subject to prior written acceptance by the Hirer, and the Owner shall have no liability to the Hirer for any additional costs in respect of that variation.

9. PROVISION OF HOIST ACCESSORIES

If requested and specified by the Hirer in advance, the hoist will be provided with specific certified 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 accessories prove unsuitable.

10. SCAFFOLDING

- 10.1 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 required for the installation of landing gates, tie assemblies, and the base surround, unless otherwise expressly stated by the Owner.
- 10.2 The Hirer will supply a competent scaffolder, free of any charge to the Owner, to assist with the installation of mast tie assemblies, landing gates and any interfacing together with any associated Health and Safety equipment used near or on the hoist.
- 10.3 If special ties are required by the Hirer (over and above the standard ties provided) these will be charged for by the Owner.
- 10.4 Whilst the scaffolding is being progressively dismantled, the scaffolding must not be removed below any hoist tie. The Hirer will be held liable for all costs incurred by the Owner if this requirement is breached.

11. MINIMUM HIRE PERIOD

The Hirer will hire the hoist for the minimum period as stated on the Contract. The Owner reserves the right (at its absolute discretion) to charge the Hirer up to the balance of the Contract, should the hire be terminated earlier than contractually agreed. Any changes levied will be subject to the duty to mitigate.

12. EXTENDING THE HIRE PERIOD

- 12.1 The Owner shall consider any written request from the Hirer to extend the Hire Period in the Contract. Should the Owner decline the Hirer's request, then the Owner shall not be liable for any of the Hirer's losses as stipulated in clause 12(b) of the Model Conditions.
- 12.2 Any extension of the Hire Period beyond the Minimum Hire Period or previously agreed Hire Period is subject to renegotiation of the Offer between the Owner and Hirer, unless otherwise explicitly agreed in writing by the Owner.
- 12.3 The Hirer is responsible for ensuring that any and all permits, which may include but are not limited to those within clause 6.2, are renewed for the extended Hire Period, and at the Hirer's cost.

13. 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.

14. INSURANCE

The Hirer shall have adequate insurance to comply with its liabilities under the Contract. The Owner reserves the right at any reasonable time to require confirmation and evidence that the Hirer is complying with its insurance obligations.

RESPONSIBILITIES OF THE OWNER

15. 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:

- 15.1 any goods or other items being moved by the hoist,
- 15.2 any surface or subsurface features such as underground services,
- 15.3 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,
- 15.4 any delays in erecting, testing, commissioning, modifying, adjusting, repositioning, or dismantling the hoist due to adverse weather conditions, including during re-testing, in-service inspections and Thorough Examinations nor the effect this has on their or their client(s) work schedules.

16. OPERATING INSTRUCTIONS

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