

SUPPLEMENTARY CONDITIONS FOR SHORING AND PILING TECHNOLOGY 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 to raise awareness of the Hirer's responsibilities and to define contractually the extent of the Owner's and Hirer's responsibility 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 INTERPRETATION

- 1.1 These Supplementary Conditions are applicable to Shoring and Piling Technology only and shall be referred to as the "Supplementary Conditions".
- 1.2 Unless the context suggests otherwise words and terms in the Supplementary Conditions shall have the same meaning as in the CPA Model Conditions.
- 1.3 If any conflict shall appear between any provisions of the Supplementary Conditions and the provisions of the CPA Model Conditions then the former shall prevail.
- 1.4 "Specifications" refers to:
 - 1.4.1 "Advice" which may include, but is not limited to, suggestions, configurations, sequences, timescales, quality of Plant installation and removal methodologies, Plant requirements.
 - 1.4.2 "Design" or "Designs" which may include, but is not limited to, drawings, illustrations, design calculations (including those provided in association with the hire) and safe systems of work.

RESPONSIBILITIES OF THE HIRER

2. SPECIFICATIONS

- 2.1 The Specifications given either in support of the Plant being hired by the Hirer, or when separately requested by the Hirer, are based solely on the written information provided by the Hirer. All Specifications supplied by the Owner shall be based on the written information provided by the Hirer.
- 2.2 The suitability of the suggested Specifications is solely dependent on the accuracy of the written information provided by the Hirer. No attempt is or can be made by the Owner to check the validity of any written information provided by the Hirer or ascertain what further information should be taken into account that may affect the outcome and accordingly any Specifications are suggestions only. The Hirer must verify and be satisfied with the completeness of the written information provided to the Owner; also to ascertain the accuracy and validity of the interpretation of Specifications presented by the Owner to the Hirer and whether the suggested Specifications can be utilised on the relevant project either safely or at all.
- 2.3 Notwithstanding any information supplied, the overall responsibility for the suitability and workability of the suggested Specifications remains with the Hirer. Accordingly, no liability shall be attached to the Owner in respect to any loss, injury or damage of any kind whatsoever should the suggested Specifications be proven unsuitable or unworkable, except for death or personal injury resulting from the Owner's negligence.
- 2.4 Any changes to site conditions or other information provided by the Hirer which may affect the outcome, must be notified in writing to the Owner immediately. The Owner reserves the right to nullify and withdraw the Specifications without notice for any changes to information either notified or otherwise. If the Hirer fails to notify the Owner of such changes which the Hirer knew or ought reasonably to have known about, then the Owner takes no further responsibility whatsoever for the continued use of the Plant.

- 2.5 The Owner shall exercise reasonable skill and care only in providing the Specifications. The Owner makes no representations whatsoever that the Specifications are fit for purpose.
- 2.6 The Owner shall use reasonable endeavours to perform the Specifications to the agreed programme, subject to the Hirer providing all written information in a timely manner.
- 2.7 The Owner shall not be charged for any information provided by the Hirer.
- 2.8 The copyright in all the Specifications shall remain vested in the Owner. Subject to all sums due and payable to the Owner under the Contract having been paid, the Owner grants the Hirer a full, royalty free, irrevocable, non-exclusive licence to use and reproduce the Specifications for any purpose connected with the Contract or the project. The Owner shall not be liable for the use of the Specifications for any purpose other than the purposes for which they were provided.
- 2.9 The Hirer shall not, without the written consent of the Owner, divulge any details of the Specifications to any third party, other than as may be necessary in connection with the hire of the Plant and/or carrying out of the project.

3. PLANT UTILISED

- 3.1 Piling
Any hours worked outside a normal Working Week will be charged pro-rata.
- 3.2 Shoring
Site attendance for any reason outside a Working Day may be charged as an additional cost.

4. OPERATING

The manufacturers' requirements regarding antifreeze must be adhered to when operating at temperatures below 5 degrees Centigrade.

5. HOLIDAY PERIODS

- 5.1 It is the responsibility of the Hirer to ensure the safe keeping of all Plant hired which is not returned to the Owner before the start of the 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.
- 5.2 Seven days' written notice must be given for collection of the Plant before a Holiday Period. Off-hires cannot be accepted during the construction industry's Holiday Periods.

6. 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.

7. TERMINATION OF HIRE

Further to Clause 24 of the CPA Model Conditions, oral notice of termination of hire shall only be effective if a finish-of-hire reference number is obtained from the Owner as confirmation. Please note the finish-of-hire reference number on all correspondence.