

# **SUPPLEMENTARY CONDITIONS FOR SHORING TECHNOLOGY AND PILING**

## **TO BE READ IN CONJUNCTION WITH THE CPA MODEL CONDITIONS FOR THE HIRING OF PLANT 2001**

**EXPLANATORY NOTE:** These Supplementary Conditions are used, partly to raise awareness of the Hirer's responsibilities and, to define contractually the extent of the Owner's and Hirer's responsibility between themselves.

### **RESPONSIBILITIES OF THE HIRER**

#### **1. Specifications**

1.1 The advice and suggested configurations given in support of the equipment is based solely on the information provided by the Hirer. All drawings, illustrations, design calculations, plans, performance figures, descriptions, weights and measurements supplied by the Owner shall be regarded as approximate and shall not form part of the contract between the Owner and Hirer. Unless expressly agreed to the contrary, we reserve the right to charge for this work in accordance with the terms of the Contract.

1.2 The stability of the suggested configurations is solely dependent on the accuracy of the information provided by the Hirer. No attempt is or can be made to check the validity of any information provided by the Hirer or ascertain what further information should be taken into account that may affect the outcome and accordingly any configurations are suggested only. The Hirer must verify and be satisfied with the completeness of the information provided to the Owner; also to ascertain the accuracy and validity of the interpretation of information presented by the Owner to the Hirer and whether the suggested configuration can be utilised on the relevant project either safely or at all.

1.3 Notwithstanding any information supplied, the overall responsibility for the suitability and workability of the suggested configurations 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 configuration(s) be proven unsuitable or unworkable except for the death, or personal injury resulting from the Owner's negligence.

1.4 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 advice or configurations without notice for any changes to information either notified or otherwise. If the Hirer fails to notify the Owner of such changes which he knew or ought reasonably to have known of the Owner takes no further responsibility whatsoever for the continued use of the equipment.

#### **2. Holiday Periods**

It is the responsibility of the Hirer to ensure the safe keeping of all equipment hired which is not returned to the owner before the start of the holiday period. This equipment will be deemed to be in use during the holiday period and will be charged in accordance with the terms of the Contract. For the avoidance of doubt, the equipment is deemed on-hire during public/bank holidays.

Seven days notice must be given for collection of the equipment before a holiday period. Off-hires cannot be accepted during the construction industry's holiday periods.

### **3. Specific Regulations**

In relation to clause 23 of the Hydrocarbon Oil Duties Act 1979, the Hirer in particular accepts that diesel fuel supplied with plant must not be used as road fuel.

### **4. Insurance**

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 at any reasonable time to require confirmation that the Hirer is complying with its insurance obligations.

### **5. Hours Operated**

#### **5.1 Piling Equipment**

All rates are conditional on the plant being used for no longer than 39 hours per week, Monday to Friday. Any hours worked outside these normal working hours will be charged pro-rata.

#### **5.2 Shoring Equipment**

Site attendance for any reason outside normal working hours will be charged as an additional cost.

### **6. Operating and Cleaning**

#### **6.1 Operating Conditions**

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

#### **6.2 Cleaning**

The Hirer is responsible for cleaning the equipment. Otherwise, charges will be incurred at the termination of the hire in accordance with the terms of the Contract.

### **7. Termination of Hire**

Further to Clause 24 of the 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 this on any relevant correspondence.

## **RESPONSIBILITIES OF THE OWNER**

### **8. Competence**

If an Owner provides an operator with the plant, then under Clause 8 of the Model Conditions the operator is deemed "a person competent in operating the plant" and shall also be deemed to have the appropriate qualifications, training, and experience to operate the plant.

### **9. Severability**

In the event that any clause (or part thereof) of these Supplementary Conditions is held to be unlawful, unenforceable or invalid by any Court or other competent body, this shall not in any way affect the validity of the remainder of such clause and the remainder of the other clauses in these Supplementary Conditions.