



Our Services

Our lifting service is not about what we do; it is all about what you need. Flexibility and adaptability are our watchwords.

We respond as and when you need our help, either with a complete package to manage the whole lifting operation for you or with discrete lifting elements delivered as bespoke moments within your project plan.

Our service aspiration is to become your integrated long term lifting partner whom you trust as you trust your own, rather than remain your occasional lifting contractor.

Contract Lift

Our contract lift service wraps all our capabilities into a fully managed lifting solution dedicated to the success of your project. From a single small crane lift, through a range of multiple crane operations to helicopter lifts on busy city center sites, we have the capability to deliver any scale of contract lift service.

Consultancy / Feasibility / Project Management

When you win business, we win too. We provide in-house expertise to help you analyse tender requirements and consider different lifting options for various programme schedules, then use our planning capabilities to devise the optimum practical and commercial solution for your proposal.

Tower Crane Management

Our proven four-stage tower crane management process for single and multiple-crane sites provides a holistic lifting solution for your project. Alternatively, we can respond with each of these stages as a discrete service whenever help is needed.

Planning / Technology

We plan for success using technology to prepare each lift and eliminate risk. From the 2D plans, we create a 3D environment into which we import the chosen crane model to test and prove the methodology by first conducting the lift in a virtual environment. The outcome is a series of operational parameters that, if adhered to, will guarantee the success of your lift.

Machinery Installation

If site restrictions prevent a direct lift in to position of your equipment, we will deploy whatever machinery moving solution it takes to prepare for your project. From rigging to skating, we will provide a safe and cost-effective solution to install and position the equipment on your site with minimum disruption to your local environment.

Radius Technology

We invest in the latest technology to leave nothing unplanned and eradicate unexpected difficulties so that once the lifting operation starts we know we will complete it successfully.

We use this technology to create a detailed 3D virtual environment based on real-world data that enables us to plan your lift in greater detail and far more accurately than our competitors.

It allows us to test different configurations, loads and methodologies.

AutoCAD / 3D Crane Management

We are determined that nothing will hinder the efficiency of our work with you. We rigorously maintain our AutoCAD environment at the latest release level to ensure compatibility with whatever versions you are using. Whenever we receive a drawing from you we will be ready to work with it immediately, to overlay it with others and start building an accurate virtual-world 3D model of your entire site.

Vehicle Swept Path

Our vehicle swept path analysis software integrates with the AutoCAD/crane management software to animate an accurate 3D model of any vehicle passing through the 3D lift landscape.

Traffic Management Plans

Our in-house traffic management software integrates with the full 3D planning suite of AutoCAD, 3D crane management and vehicle swept path technologies to provide a complete platform for our start to finish planning of each lifting operation.

We bring together our crane management capability, technology and experience to deliver the lifting service you need.

**For further information please call:
+44 (0) 1604 622 865**



RADIUS CRANE MANAGEMENT LTD GENERAL TERMS OF CONTRACT

To be read in conjunction with relevant CPA Conditions

DEFINITIONS

"We" or "Us" means Radius Crane Management Ltd.

"You", "Your" or "the principal" refers to the party with whom we contract to provide goods and/or services. 1

1 GENERAL

- 1.1 Unless otherwise agreed in writing, these general terms shall apply to all and any contracts entered into by us for the provision of goods or services and/or the provision of such goods and/or services. We will not, unless otherwise agreed in writing, provide goods or services under any terms but these. Your terms and/or those of any third parties shall not under any circumstances apply to the contract and/or to the provision of such goods and/or services, even in the event where they have not been rejected or opposed explicitly by Us.
- 1.2 These terms shall also incorporate the CPA Conditions which have been provided with them. Where no CPA terms have been provided, then these terms shall apply in any event.
- 1.3 Where there is any conflict between these terms and any other term of the contract, be that a term in the CPA Conditions or otherwise, the contract shall be construed so that these terms shall take precedence over any other conflicting term.
- 1.4 The nullification or nullity of any provision of these terms shall not affect the validity of the remaining provisions of these terms.
- 1.5 You confirm and warrant that You are accepting these terms on Your own behalf and on behalf of any other parties who may have an interest in the goods and/or services being provided and/or who have an interest in any items being moved and/or transported and/or handled and/or stored pursuant to the provision of those goods and/or services.

2 FORMATION OF THE AGREEMENT

- 2.1 Regardless of the form in which they are expressed, all our offers including the offer provided with this document, if any, shall not be binding. They shall become binding and a contract formed only after Our final acceptance of the order in writing.
- 2.2 Offers shall remain open for consideration for 8 days.
- 2.3 All prices mentioned by us shall always be net prices without VAT or other charges and/or taxes of any nature.
- 2.4 The grounds on which any goods and/or services are to be provided shall be adequately compacted and feature a stable underground to allow for normal moving and installing of Our equipment as well as for providing the goods and/or services. The responsibility for ensuring this lies with You and You warrant that any ground and/or roads that is utilized is appropriate as set out in this clause. In addition, all the access roads and the grounds themselves shall have to be adequately accessible and practicable.
- 2.5 If the terms of clause 2.4 and/or clause 2.8 are not complied with, then You shall be in breach and You shall be responsible and liable for all and any extra costs and/or damage and/or losses that are incurred because of the state of the ground and/or road.
- 2.6 Furthermore, if the terms of clause 2.4 and/or clause 2.8 are not complied with, then You shall be in breach and You shall indemnify Us in respect of all and any costs and/or damage and/or losses and/or liability which We may incur because of the state of the ground or the road.



2.7 Furthermore, if the terms of clause 2.4 and/or clause 2.8 are not complied with, then We shall have the right to cancel the contract and if We do so cancel the contract, You will be liable to pay the total agreed price for the provision of goods and/or services under the contract in accordance with clause 4.3.

2.8 In the event that the provision of goods and/or services will require use of the public highway, You will ensure that We are granted free and unrestricted access to all necessary areas. It will be Your responsibility to arrange and ensure all road closures, removal of all vehicles and other obstacles. All responsibility for road closures and diversions are Yours. Should you wish for Us to act on Your behalf in arranging these services We will do so solely as Your agent and You will still be liable for all costs associated with the work plus our agent fee of 20%.

3 CHANGES – PRICE REVISIONS

3.1 Our price, as confirmed in the order acceptance, covers only the provision of goods or services as confirmed in the order. Any changes, adjustments and additional work shall constitute a new and additional agreement, without prejudice to earlier commitments. We shall be entitled to charge for any changes, adjustments and/or additional work either at an agreed rate or in accordance with our normal rates. For the avoidance of doubt, any such additional agreement shall also be subject to these terms, as if it had been part of the original contract confirmed in the order confirmation.

3.2 The prices are based on the goods and/or services being provided on ordinary workdays. You will be responsible for extra charges if any goods and/or services are provided on Saturdays, Sundays and holidays.

3.3 The price does not include taxes and/or duties and/or charges and/or fees payable to authorities, for instance but not limited to import duties, fines, additional costs for police protection or escorting, removal of fences, buildings, street furniture or other expenses resulting from laws or regulations, including but not limited to guarantees and securities. Costs of this nature shall be payable by You on demand by Us. You shall also be responsible for an extra 15% for administrative costs.

3.4 Site rate and/or bonus which are locally or nationally agreed and differ from Our basic operator rates will be recharged at cost plus a cover charge to include the national insurance contribution.

3.5 You warrant that all the information, including but not limited to the weight and centre of gravity of any goods, You have given is correct. You will be responsible to Us for all any extra costs, losses or damages which arise from the provision of inaccurate information.

3.6 If We are delayed in the provision of the goods and/or services covered by this contract due to adverse weather conditions, We shall be entitled to charge You for the period of any delay at our normal charging rates. This shall be in addition to the contract price. The decision of what amounts to adverse weather shall be solely Ours.

4. EXECUTION – DELAY – INTERRUPTION

4.1 The time of performance by Us shall not be of the essence of the contract. Furthermore, dates and timetables are provided for Your information only and are not contractually binding.

4.2 We have the right of using any and all means in providing the goods and/or services, in deviation from the confirmation of order, if required.

4.3 In the event of any cancellation of the order, You shall pay, unless otherwise agreed in writing, the total agreed price for the provision of the goods and/or services under the agreement.

4.4 In the event of any delay or postponement of the provision of the goods and/or services, regardless of its cause, with nothing excepted, You have to pay any and all costs, expenses and damages of any nature arising from such postponement or delay immediately. If the provision of the goods and/or services cannot be undertaken within a reasonable period because of the postponement or delay, then We shall be entitled to treat the contract as cancelled. In such circumstances, We will inform You in writing and You will be obliged to pay the contract price in accordance with clause



- 4.5 The decision as to what is a reasonable period, in all the circumstances, will rest solely with Us.
- 4.6 We shall not be liable to You or anyone in respect of any delay to the provision of the goods and/or services for whatever reason, even if such delay arises due to Our negligence.
- 4.7 If the provision of the goods and/or services is possible only with significant risk to the personnel and/or the equipment – as assessed solely by Us – We may cancel the contract and You shall be liable to pay for the portion carried out already, in proportion with the order as a whole, including the costs of any nature in connection therewith.

5 RISKS – LIABILITY

- 5.1 Where We lease or provide any equipment to You without a driver or operator, such equipment shall be leased or provided to be used only in accordance with the specifications and requirements of that equipment. Any such equipment is leased or provided without any responsibility on Our part. You shall be responsible for compliance with any and all labour and safety regulations applicable to the equipment leased. In the event of leasing or providing the equipment with a driver or operator, You shall be in charge of guarding, instructing, monitoring and controlling the equipment and personnel during the entire term that the equipment is leased or provided. You shall be solely responsible for the actions of any such driver or operator. Furthermore, You alone shall be entirely responsible in the event of any accident or otherwise which results directly or indirectly from the lease or provision of the equipment, its use or even caused by detention.
- 5.2 Although Radius Crane Management makes all efforts possible in providing the goods and/or services in the manner agreed, We shall not be liable for any faults or failure in the performance of the agreement or for any other breach of contract relating to the provision of the goods and/or services even where such occurs due to Our negligence, except where such a breach was undertaken intentionally by Us with intent to breach the contract.
- 5.3 In the event that We are liable to You, Our maximum liability shall be the sum of £25,000. We will not be liable to You for any sum in excess of £25,000, even where the liability arises from Our negligence.
- 5.4 Under no circumstances shall Our liability be limited or excluded in respect to claims for death or personal injury. In all other cases, the exclusions, defences and limitations of liability shall apply.

6. INSURANCE

- 6.1 In the event that We transport, store, move and/or handle goods pursuant to the order, then You shall ensure that such goods are properly and fully insured against all and any loss and/or damage that could occur.
- 6.2 You will also ensure that such insurance includes a waiver of subrogation in favour of Us.
- 6.3 You will further ensure that if such loss and/or damage occurs that a claim is pursued under the said insurance.
- 6.4 Where any goods transported, stored and/or handled by Us are not owned by You, You shall also ensure that You have adequate liability insurance to cover any claim which may be brought against You in respect of the loss and/or damage of the goods being transported, moved, stored or handled by Us.
- 6.5 You will also ensure that such insurance includes a waiver of subrogation in favour of Us.
- 6.6 You will furthermore ensure that if any claim is made against You, that You will pursue a claim under the said insurance.
- 6.7 You will not bring any claim against Us, and We shall not be liable for any such claim, arising from the loss and/or damage to goods (of whatever nature) whilst being transported, moved, stored or handled by Us. This shall be the case even where the said loss and/or damage arises by reason of Our negligence.



- 6.8 Furthermore, You shall fully indemnify Us in respect of any claim brought against Us by any other party arising from the loss and/or damage to goods (of whatever nature) whilst being transported, stored or handled by Us. This shall be the case even where the said loss and/or damage arises by reason of Our negligence.
- 6.9 Where We lease or provide equipment to You, You shall ensure that the equipment is fully insured. Such insurance must cover all and any defects with the equipment and all and any liabilities which could arise from Your possession and/or use of equipment, including any acts or omissions of the personnel operating the equipment. Such insurance must provide cover for damage caused to third parties by the equipment and/or the personnel and for any damage of the goods being handled.
- 6.10 You will also ensure that such insurance includes a waiver of subrogation in favour of Us.
- 6.11 You will furthermore ensure that if any claim is made against You, that You will pursue a claim under the said insurance.
- 6.12 Furthermore, You shall indemnify Us in respect of any claim brought against Us by any other party arising from the leasing, provision or use of such equipment. This shall be the case even where the circumstances of the claim arise from Our negligence.
- 7 RECOURSE**
- 7.1 You shall notify any complaint relating to damage caused to third parties, buildings or equipment, etc., as well as to any defective execution of the order by registered letter, within 1 day, at the latest, after the incident. If you fail to do this, the complaint concerned shall be declared as inadmissible.
- 7.2 On the occasion of the execution of the order, the principal or his employee shall sign the worksheet and enter any and all comments on this sheet.
- 7.3 We shall, in any event, be discharged from all liability whatsoever and howsoever arising unless proceedings are commenced against Us and we are given written notice of the same within one year of Our confirmation of the order.

ART. 8 PAYMENTS

- 8.1 All invoices shall be payable at Our place of business. The customer shall be prohibited, at all times, from withholding or off-setting any payment.
- 8.2 Unless otherwise agreed, the invoice shall be payable within 30 days following the date of the invoice. The Late Payment of Commercial Debts (Interest) Act 1998 as amended and/or replaced from time to time shall apply to sums which are outstanding.

ART 9. – DISPUTES AND APPLICABLE LAW

- 9.1 The contract shall be subject to English law and to the non-exclusive jurisdiction of the English Courts. Except for provisions to the contrary, the laws of England shall be applicable to our agreements, legal actions and factual actions.
- 9.2 If any clause of these terms is found to be void or unenforceable, for whatever reason, all the other clauses shall remain in force.

CONSTRUCTION PLANT-HIRE ASSOCIATION STANDARD TERMS AND CONDITIONS FOR CONTRACT LIFTING SERVICES

(THESE CONDITIONS ARE NOT TO BE USED FOR CONSUMER CONTRACTS)

1. SCOPE AND DEFINITIONS

- 1.1 The terms and conditions set out in this document describe the trading policy and practice of the Company for its “Contract Lifting Services”, as distinct from its crane-hire services, and form the Standard Contract Terms and Conditions for any Contract Lifting Services entered into by the Company.
- 1.2 “Contract Lifting Services” means the supply of a supervised lifting service including planning and execution of the lifting operation in accordance with the relevant Regulations and Codes of Practice.
- 1.3 These terms and conditions shall not be varied except with the Company’s written agreement.
- 1.4 No other terms and conditions shall apply to any Contract Lifting Services contract entered into by the Company unless expressly agreed in writing by means of a quotation or otherwise between the Company and Client. In particular, any terms and conditions specified by the Client on an order form or otherwise, shall not be binding on the Company and shall not apply to any Contract Lifting Services contract unless agreed in writing by the Company prior to the commencement of the lifting operation. The contract does not create any right enforceable by or purport to confer any benefit on any person not a party to it except that a person who is a successor to or an assignee of the rights of the Company is deemed to become a party to the contract after the date of succession or assignment (as the case may be).
- 1.5 Unless otherwise agreed by the Company and the Client, these terms and conditions also apply to any additional work that the Company may agree to carry out for the Client and which may arise from or is connected with any Contract Lifting Services contract.
- 1.6 The following words and phrases used in these terms and conditions have the meanings indicated:
 - 1.6.1 “**Appointed Person**” means the person given the authority to assess, plan and organise the work; to select suitable or appropriate plant and equipment, to ensure statutory documentation is current and in order; to provide instruction and supervision for the work to be undertaken safely; and to stop the work whenever he considers danger is likely to arise if it were to be continued.
 - 1.6.2 “**Crane Supervisor**” means the person who supervises the lifting operation within the safe system of work developed by the Appointed Person and has the authority to stop the operation if he deems it unsafe to continue.
 - 1.6.3 “**Client**” means the person or organisation requiring the lift to be carried out, and includes the Client’s employees, agents, assignees, successors and personal representatives.
 - 1.6.4 “**Company**” means the company or firm agreeing to carry out the Contract Lifting Services and includes its assignees, successors and personal representatives.
 - 1.6.5 “**Contract Equipment**” means any Lifting Appliance and other equipment and accessories used or intended to be used by the Company in performing, or in connection with, the Contract Lifting Services.
 - 1.6.6 “**Contract Goods**” means the goods which are to be lifted by the Company in accordance with these terms and conditions.
 - 1.6.7 “**Contract Lifting Services**” may include the removal, transportation, storage and installation of goods.

- 1.6.8 **“Contract Price”** means the price agreed by the Company and the Client as payment for the performance by the Company of the Contract Lifting Services, which may be a lump-sum price or a time related schedule of rates.
- 1.6.9 **“Lifting Appliance”** means work equipment for lifting or lowering loads and includes its attachments used for anchoring, fixing or supporting it.
- 1.6.10 **“Regulations and Codes of Practice”** means the Lifting Operations and Lifting Equipment Regulations 1998 (SI 1998 No. 2307), the Provision and Use of Work Equipment Regulations 1998 (SI 1998 No. 2306), the British Standard Codes of Practice for the Safe Use of Cranes (BS 7121), as amended from time to time, and/or any other Regulations or Codes of Practice which may supersede them.

2. QUOTATIONS AND CONTRACT PRICE

- 2.1 Unless otherwise specified by the Company in writing, every quotation is open for acceptance for a period of thirty days, after which the quotation will be subject to confirmation.
- 2.2 Unless otherwise specifically noted by the Company in writing, every quotation is based on the assumption that the following circumstances apply:
 - 2.2.1 The work will be carried out under the Company’s direction without interruption and on a clear site with adequate approaches suitable for the necessary movement of the Contract Equipment.
 - 2.2.2 The Client is responsible for ensuring that the ground or other surface will be firm, level and in good condition, and will provide proper support for the loads imposed by the Contract Equipment as stated by the Company and also including the weight of the item(s) to be lifted as stated by the Client.
 - 2.2.3 The Contract Lifting Services will be carried out in daylight during normal working hours unless otherwise agreed.
 - 2.2.4 All information provided by the Client is complete, true and accurate.
- 2.3 Where all or any of the above circumstances do not apply, the Company may issue a revised quotation for the Contract Lifting Services. If this is not accepted by the Client, who shall be liable for the costs so far incurred by the Company, the Company may elect to be discharged from the contract without further liability to the Client.
- 2.4 Any additional work which the Company is required to perform must be authorised by the Client in writing and will involve an extra charge, additional to the Contract Price.
- 2.5 The Contract Price may be increased by the amount of any costs incurred by the Company as a result of delays or cancellations in commencing or completing the contract work due to circumstances beyond the Company’s reasonable control including but not limited to inclement weather or industrial action.

3. FORMATION AND TERMINATION OF THE CONTRACT

- 3.1 No contract is created before the Company accepts a written order for the carrying out of the Contract Lifting Services work. The commencement of the contract will be subject to availability of the Contract Equipment at the time requested.
- 3.2 If the Client terminates the contract without the written agreement of the Company, the Client is liable for the full Contract Price. If the Company has agreed in writing to the cancellation, the Client shall be liable for such reasonable proportion of the Contract Price as may be assessed by the Company at that time, together with all costs and charges incurred by the Company or to which it is committed.
- 3.3 A contract involving an unspecified number of lifts over an indeterminate period may be terminated by either party giving the other party not less than seven days’ notice in writing or such other notice as may be agreed between the parties.

4. STATUS AND AUTHORITY OF CLIENT AND COMPANY

- 4.1 The Client warrants that the Client is the owner or the authorised agent of the owner of the Contract Goods and is authorised to accept and does accept these terms and conditions for Contract Lifting Services.
- 4.2 The Client requires and authorises the Company to assume overall control of the Contract Lifting Services, to provide the Appointed Person and to plan, supervise, carry out and complete the Contract Lifting Services in accordance with the relevant Regulations and Codes of Practice including, where considered by the Company to be appropriate, to control and instruct the Client's personnel involved in the work.
- 4.3 The Client undertakes to clear the contract site, including public highways and access roads where necessary, of all vehicles and personnel not directly involved with the Contract Lifting Services and, for that purpose, is responsible for setting up barricades, tapes or cones, to the extent that the Company may at its discretion require for the performance of the contract. With respect to road closures, bus lane closures etc, irrespective of whether the Company has arranged these on behalf of the Client, the Client is ultimately responsible both for ensuring that the Company has clear and unrestricted access to all areas of operation and that the Client is responsible for all costs incurred should the operation be aborted due to the lack of such clear and unrestricted access, or other circumstances beyond the Company's control.
- 4.4 With the permission of the Client, which shall not be unreasonably withheld, the Company may arrange for the Contract Lifting Services, or any part of the work, to be carried out by agents, sub-contractors or independent contractors who, for the purposes of the contract shall be regarded as the Company and whose rights against and liabilities to, the Client shall be the same as those of the Company under these contract terms and conditions.

5. REGULATIONS AND CODES OF PRACTICE

- 5.1 The Company will perform the Contract Lifting Services in accordance with the relevant Regulations and Codes of Practice.
- 5.2 At the Client's request, the Company will provide the Client with any available information relevant to the qualifications and competence of the Appointed Person provided by the Company, who, in accordance with the relevant Regulations and Codes of Practice will have overall responsibility for the Contract Lifting Services under the contract.
- 5.3 In the absence of written notice by the Client to the contrary, received by the Company prior to the commencement of the lifting operation, the Appointed Person and/or Crane Supervisor shall be deemed to be to the satisfaction of the Client.
- 5.4 The Client shall supply, or confirm, in writing all information available to the Client, which is requested by the Company and/or the Appointed Person or which the Client should be reasonably aware may be necessary, or useful, to facilitate compliance with the Regulations and Codes of Practice. This includes, but is not limited to, the location of anything on or near the site, above or below the ground, which is likely to be damaged by, or cause damage to the Contract Equipment, or which is likely to affect the health or safety of any person involved in the work.

6. LIABILITY OF THE COMPANY

- 6.1 The Company shall be liable for loss or for damage or injury to persons or property when caused **solely** by the Company's negligence in the performance of the contract and shall not be liable for any such loss, or damage or injury due in whole or in part to any negligence on the part of the Client or any third party.
- 6.2 The Company's liability, if any, arising from or in connection with the Contract Lifting Services contract:
 - 6.2.1 For loss or destruction of or damage to the Contract Goods shall be limited to a total of £25,000 (twenty-five thousand pounds sterling) irrespective of the number of items being lifted/handled.

6.2.2 For any other loss, damage or injury shall be limited to a total sum of £5,000,000 (five million pounds sterling)

Unless in either case, a different amount is agreed in writing by the Company and the Client prior to the commencement of the contract.

- 6.3 Full details of any loss, damage or injury, which is or may be the subject of a claim by the Client against the Company shall be notified by the Client to the Company within seven days of the date of discovery thereof. Any proceedings to enforce any such claim by the Client against the Company must be commenced not later than twelve months after the date of occurrence of the event giving rise to the loss, damage or injury.

7. EXCLUSION OF THE COMPANY'S LIABILITY

- 7.1 The Company shall not be liable for any loss, damage or injury caused by, or arising from or as the result of, any of the following:
- 7.1.1 Any defect in the Contract Goods including any design defect and any defect relating to the lifting points on the contract goods.
 - 7.1.2 Inaccurate or incomplete information given by the Client.
 - 7.1.3 Any instructions given by the Client to the Company's employees.
 - 7.1.4 Any defect in the equipment provided by the Client.
 - 7.1.5 Any act or omission of any personnel supplied by the Client, or by any body or person under contract to the Client in connection with the Contract Goods, except when correctly following the Company's instructions for the purpose of performing the Company's work under the contract.
 - 7.1.6 Delay in commencing or completing the contract work due to circumstances beyond the Company's control including, but not limited to, any strike or other industrial action or adverse weather conditions.
 - 7.1.7 Unexpected or unforeseen subsidence or unstable ground conditions.
- 7.2 The Company shall not be liable or responsible for any of the following, however arising:
- 7.2.1 Loss or damage of whatever nature due to or arising through any cause beyond the Company's reasonable control.
 - 7.2.2 Whether by way of indemnity or by reason of any breach of the contract, breach of statutory duty or misrepresentation or by reason of the commission of any tort (including but not limited to negligence) in connection with the contract, for any of the Client's loss of profit, loss of the use of the plant or any other asset or facility, loss of production or productivity, loss of contracts with any third party, liabilities of whatever nature to any third party, and/or any other financial or economic loss or indirect or consequential loss or damage of whatever nature; and
 - 7.2.3 Loss or damage to the Contract Goods whilst in storage outside the control of the Company.

8. INSURANCE

- 8.1 The Company will carry insurance to cover its potential liability under the contract having regard to the maximum amounts referred to in clause 6.2.
- 8.2 The Company may, at its discretion, exclude the contract from cover under its existing policies and require a specific insurance policy to cover the contract to be provided by and at the expense of the Client. This specific insurance policy shall provide the Company with protection no less extensive than would have been the case if this clause 8.2 had not been invoked.
- 8.3 If the Company is of the opinion that the insurance cover held by the Client may be insufficient to meet any applicable requirements of clause 8.2 of the Client's liabilities under the contract, the Company may require the Client to take out at the Client's expense additional liability insurance cover or take out such cover itself and recover the cost from the Client as a debt.

- 8.4 If the value of the Contract Goods exceeds the Company's liability limits referred to in clause 6.2, and the Client requires the Company to increase its cover, it is the responsibility of the Client to give the Company sufficient written notice of that fact with details of the value of the Contract Goods so that the Company's liability cover, if agreed by the Company, can be increased accordingly. The cost of any additional cover will be passed on to the Client.
- 8.5 The Client agrees to indemnify the Company against -
- 8.5.1 Any claim arising from or connected with the Company's work on the contract site, in preparing the site or performing the contract, including claims of nuisance and claims of trespass to persons, property, land or air space.
- 8.5.2 All other losses, damages or claims in respect of any matters arising from or in connection with the contract and for which, under these terms and conditions, the Client is liable or for which under clause 7 the Company is not liable;and
- 8.5.3 Any liability arising from or in connection with the contract to pay any amount in excess of the relevant limits referred to in clause 6.2.
- 8.6 The Client shall insure against its liability to indemnify the Company and all other liabilities of the Client under the contract.
- 8.7 If requested by the Company, the Client shall produce a copy of any insurance policy together with evidence of the premium having been paid, held by the Client and relevant to the contract.

9. TRANSPORTATION OF CONTRACT GOODS

- 9.1 The Company is not a common carrier.
- 9.2 If, under the contract, the Contract Goods, or any part of them, require transportation by air, sea, road or rail, the Company may either undertake the transportation or arrange for transportation by some other person or organisation.
- 9.3 In the latter event referred to in clause 9.2, unless otherwise agreed in writing by the Company, the Company's liability for the Contract Goods so transported shall be no greater than that of the person or organisation carrying out the transportation, that is, the airline, shipping company, haulage contractors or railway authority concerned, and the amount of compensation, if any, payable for loss of or damage to the Contract Goods during transportation shall be limited to the amount recoverable from that person or organisation in respect of that loss or damage.

10. PAYMENT OF CHARGES

- 10.1 All prices quoted are exclusive of VAT, which will be charged at the rate prevailing at the date of invoice.
- 10.2 All charges by the Company are payable strictly thirty days net from the date of the Company's invoice or as set out in the contract offer.
- 10.3 All charges are payable in full and the Client shall not withhold payment as retention or discount or for any reason whatsoever, regardless of any arrangements for payment to the Client by another party under any other contract.
- 10.4 The Company's policy is to enforce its right to add interest and administration costs for late payments under the Late Payment of Commercial Debts Regulations 2002 or any other subsequent Regulations that supersede them.
- 10.5 The Company shall have a general lien over any goods and equipment, or the property of the Client in the custody of the Company, for unpaid debts due and payable to the Company by the Client. The Company shall notify the Client when exercising the right of lien under this clause and if the Client fails to settle all such debts within one month of notification, the Company may sell, as agent of the Client, all or any of the items subject to the lien and apply the proceeds towards payment of the outstanding debt and the expenses of the sale together with interest accrued to that date.

11. LAW OF THE CONTRACT

- 11.1 If the original contract site is in England or Wales, the proper law of the contract shall be English law. If the original contract site is in Scotland, the contract shall in all respects be construed and operated as a Scottish contract, and shall be interpreted in accordance with Scots law. If the original contract site is in Northern Ireland, the proper law of Contract shall be Northern Ireland law.
- 11.2 The Scheme for Construction Contracts (England and Wales) Regulations 1998, or any amendment or re-enactment thereof for the time being in force (the "Scheme"), shall apply to the contract. The person (if any) specified in the contract to act as adjudicator may be named in the offer. The specified nominating body to select adjudicators shall be the Construction Plant-hire Association acting by its President or Chief Executive for the time being. In paragraph 21 of the Scheme "this paragraph" shall be deleted and "paragraph 20" substituted.
- 11.3 The Company and the Client shall comply forthwith with any decision of the adjudicator; and shall submit to summary judgment and enforcement (and/or, under Scottish law, shall consent to a motion for summary decree and submit to enforcement) in respect of all such decisions; in each case, without any defence, set-off, counterclaim, abatement or deduction. Where, under Scottish law, the Company, the Client, or the adjudicator, wishes to register a decision of the adjudicator for execution in the Books of Council and Session, any other party shall, on being requested to do so, forthwith consent to such registration by subscribing the decision before a witness.

FOOTNOTES

- 1) Acceptance of the Contract Equipment on site implies acceptance of all these terms and conditions.
- 2) These standard terms and conditions for Contract Lifting Services are the copyright of the Construction Plant-hire Association and must **NOT** be reproduced, stored in any retrieval system or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise unless they are current members of the Construction Plant-hire Association.
- 3) Copies of these standard terms and conditions are only available from the Construction Plant-hire Association.

SUPPLEMENTARY CONDITIONS APPLICABLE TO MOBILE CRANES (WHEELED AND CRAWLER MOUNTED) 2011

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 British Standard 7121 Code of Practice for the Safe Use of 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 has responsibility for providing a suitably trained and experienced "appointed person" to ensure adequate planning and 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, thoroughly examined 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.

Notwithstanding the above paragraph, it is a specific recommendation of BS 7121-1:2006 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. Should you enter into a Contract Lift arrangement with the Owner it would be carried out under the CPA's Contract Lifting Services conditions; (copy available upon request).

1. DEFINITIONS AND INTERPRETATION

- 1.1 These Supplementary Conditions are applicable to Mobile Cranes (wheeled and crawler mounted) 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.

2. PLANNING, SUPERVISING, SLINGING, 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 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 above.

3. INSURANCE

- 3.1 The Hirer shall take out and maintain insurance against any and all liabilities the Hirer might 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.
- 3.2 At the discretion of the Owner it may be possible to give the Hirer an interest in the Owner's own Insurance Policy for a fee. This must be agreed in writing prior to the commencement of the work.

4. LIMITATION OF LIABILITY

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

- any goods or other things 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.

5. CRANE CAPACITY

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 and the Owner shall have no liability to the Hirer in respect of that variation.

6. PROVISION OF LIFTING ACCESSORIES

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

7. GROUND AND SITE CONDITIONS

Without prejudice to the terms of Clause 7 of the CPA Model 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.

8. TRAVELLING, ERECTION AND DISMANTLING

- 8.1 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.
- 8.2 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 the Road Vehicles (Authorisation of Special Types) (General) Order 2003. 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.
- 8.3 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 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.

9. COMPETENCE

If the Owner provides an operator with the 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.