



SUPPLEMENTARY CONDITIONS APPLICABLE TO TOWER CRANES

TO BE READ IN CONJUNCTION WITH THE CPA MODEL CONDITIONS FOR THE HIRING OF PLANT (2001)

EXPLANATORY NOTE: The purpose of these Supplementary Conditions is, partly, to raise awareness of the Hirer's responsibilities under B S 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. The Owner's responsibility is limited to providing a competent operator, when provided, and a crane that is properly maintained, inspected, thoroughly examined, tested where necessary, and certificated.

RESPONSIBILITIES OF THE HIRER

1. DEFINITIONS AND PRIMACY

- 1.1 These Supplementary Conditions applicable to Tower Cranes shall be referred to as the "Tower Crane Supplementary Conditions" and the CPA Model Conditions for the Hiring of Plant 2001 shall be referred to as the "CPA Model 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.

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 in clause 2.1 above.
- 2.3 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.

3. INSURANCE

The Hirer shall take out and maintain insurance against any, and all liabilities the Hirer may 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.

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.

5. PROVISION OF LIFTING GEAR

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

6. GROUND CONDITIONS

- 6.1 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 tower crane or craneage and vehicles required for erection or dismantling of the tower crane will operate from.
- 6.2 The Hirer shall be fully liable to the Owner for any damage to the tower crane or craneage and vehicles required for erection and dismantling of the tower crane or any associated equipment for the tower crane 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.
- 6.3 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.

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 always provided 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 any costs incurred by the Owner in so doing will be added to the Hirer's account.
- 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. POWER SUPPLY

- 8.1 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.
- 8.2 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.

9. HOLIDAY PERIODS

It is the responsibility of the Hirer to ensure the safekeeping of all equipment 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.

10. 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.

RESPONSIBILITIES OF THE OWNER

11. 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:

- a) any goods or other items being moved by the tower crane;
- b) any surface or subsurface features such as underground services;
- c) 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.

12. COMPETENCE

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

13. SEVERABILITY

13.1 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.

13.2 In the event that there shall be any conflict between these Supplementary Conditions and the CPA Model Conditions then the former shall prevail.

CPA/TCIG – 17th December 2004