

SUPPLEMENTARY CONDITIONS FOR CONCRETE PUMPING

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 the awareness of the Hirer's responsibility when requiring a concrete pumping operation; and, to define contractually the extent of the Owner's and Hirer's responsibilities as between themselves.

RESPONSIBILITIES OF THE HIRER.

Concrete Supply

1. The Hirer is solely responsible for the provision of a supply of a suitable and sufficient supply of concrete of a consistency, which is readily pumpable at a suitable rate. The Hirer shall be responsible for informing the Owner of the nature and extent of any additives that may be incorporated into the concrete. The Owner accepts no responsibility for delays in output arising from the Hirer's failure in this respect. The Hirer is also solely responsible for ensuring that the concrete supplied is of a quality and strength suitable and sufficient for his purposes.

Management of the Concrete Pumping Operation

2. The Hirer will be fully responsible for the management of the entire pumping operation in accordance with the terms of the Contract.

Security

3. During the entire time the Concrete Pump and the Operator are on site, the Hirer will ensure their safety and security but accepts no responsibility for the safety and security of the same once removed from the site.

Safety

4. A safe system of work will be established by the Hirer and this must be followed for each concrete pumping operation whether it be an individual pour or a series of pours.

Facilities

5. The Hirer shall provide the following facilities without charge to the Owner for such times as is reasonably required during the period of hire:
 - (a) Cement for grouting the pipelines at the rate of 50kg per 20 metres between the Pump and the point of discharge.
 - (b) An adequate piped water supply at the Pump position.
 - (c) Temporary light at the Pump position and along the pipeline when required.
 - (d) Facilities for washing out the Pump and adequate assistance in cleaning any spillage.

- (e) The Hirer shall ensure that sufficient competent labour is made available to assist the Operator prior to pumping, during pumping and on completion of pumping; and if necessary when the pump leaves the site of operations.
- (f) Any additional labour required in respect of pipeline erection or dismantling.
- (g) Suitable supports for pipelines and anchorage points for vertical pipelines.
- (h) All access scaffold and ladders necessary for the safe and proper execution and progress of the work. The Owner has not included the cost of providing, erecting or moving any necessary scaffold.
- (i) The Hirer for Health and Safety reasons, will provide a banksman who will assist the driver when the mixer lorry enters, traverses, or leaves the site.

Ground Conditions

6. The Hirer shall provide and shall clearly indicate to the Owner's Operator:
- (a) A safe and proper route from the metalled highway to the point where the Pump is to operate;
 - (b) A suitable firm and level hardstanding at such point; and
 - (c) Suitable points where the Pump pipeline is to be set up.

Blockages

7. Any concrete blockage or chock either within the Pump machine or pipeline will not be construed as a breakdown under the hire agreement.

Preparation/Completion of Pumping

8. (a) The Hirer shall allow the pump to arrive on site up to sixty minutes before it is ready to commence pumping and to allow up to sixty minutes after it has ceased the pumping operation to de-rig, wash out and prepare for travel. These periods of time will be charged at the working rate as agreed.
- (b) Concrete shall not be delivered to site until such time as the Pump operator deems that he is ready to commence pumping operations.
- (c) If the plant is delayed in leaving the site, which is outside the Owner's control, this period will be charged at normal working rate to the Hirer.

Insurance

9. 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 their insurance obligations.

Delivery Authorisation

10. The Hirer shall provide a competent person to sign any delivery docket presented in respect of the delivery of any materials pertinent to the pumping operation.

Continuing Hire

11. The Hirer's order is accepted on the basis that the Hirer will book his requirements on a daily basis in accordance with such arrangements as may from time to time be agreed between the Owner and the Hirer. One clear working day's minimum notice of cancellation is required, and the Owner reserves the right to charge the Hirer for any loss incurred due to insufficient notice being given.

Assessment

12. Unless otherwise agreed the quantities of concrete pumped by the Pump shall be assessed (except to the extent that the Owner shall show that any such assessments not reasonably accurate) by the reference (in the case of ready mixed concrete) to its supplier's delivery dockets and (in the case of site mixed concrete) to the quantity of concreting materials used by the Hirer and to the mix-proportions on which the Hirer has based his production of concrete. Where assessment is made by reference to mix-proportions the Hirer shall afford the Owner all such facilities as the Owner may reasonably require for the verification of quantities of material used and of the accuracy of the mix-proportion figures.

RESPONSIBILITIES OF OWNER.

Safety

13. The Owner shall be responsible for compliance with the Concrete Pump Operator's Safety Guide as revised by the British Concrete Pumping Group in 1997 and shall be reviewed from time to time as necessary.

Competence

14. If the Owner provides an operator with the concrete pump, 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 qualifications, training, and experience to operate the plant.

Severability

15. 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.