

BJW CRANES LTD

GENERAL CONDITIONS

1. C.P.A CONDITIONS

The following general conditions must be read in conjunction with the relevant CPA conditions. These are the CPA Model Terms and Conditions or the CPA Standard Terms and Conditions for the Lifting and Movement of goods involving crane operation, which are both available on request from our head office. Where there could be a conflict of interpretation between the CPA conditions and general conditions these general conditions will prevail. All equipment is supplied in accordance with the relevant C.P.A. Conditions.

2. AVAILABILITY & NOTICE

The equipment and personnel are offered subject to availability at the time of hire. We require adequate notice of your requirements so that we can provide the correct equipment. We reserve the right to supply alternative crane than that ordered and acceptance of the crane on site will be acceptance of the specific variation of our Hire Contract in respect of the crane supplied.

3. SUITABILITY

The hirer is responsible for the suitability of the equipment ordered for the application envisaged, unless specifically advised in writing at the time of hire by the owner.

4. CONDITIONS OF HIRE

The hire (or work) resulting from a quotation will be undertaken in accordance with BJW Cranes Ltd General Conditions of Hire, except where specifically varied by a quotation or agreed by us in writing.

5. VALIDITY

We reserve the right to amend or cancel prices quoted without notice. However, where possible one months notice will be given.

6. ROAD RESTRICTIONS FEES

All charges initiated by local Authorities/Police in respect of permits, road closure, road signs, suspension of parking meters/bus stops, provision of supervision by uniformed Police/ Council staff and other ancillary costs will be passed on to the hirer as an extra cost. In general these costs are known in advance and are chargeable immediately an application has been made. A handling charge will be added to cover our administration costs. Please note that cancelled/postponed road closures etc. are chargeable in full, as they are not refundable. Local Authorities will NOT credit the charge once the initial arrangement has been made.

7. ACCESS/AUTHORITY

We are to have free and unrestricted access to all areas of operation. Permission to park, stand or operate a crane on a public highway is a statutory requirement. It is the duty of the hirer to ensure that the road/site is clear of all obstructions e.g. parked cars, rubbish skips or any other operations to enable the crane to rig and work and that any traffic management arrangements, including road cones/signs etc, are set up in good time and operated safely and correctly. It is the hirers' ultimate responsibility to ensure that the necessary authorities are obtained. In London area, the local Authorities/Police often require us to attend a meeting to arrange this on the hirer's behalf. In other areas, the hirer must obtain permission. In some cases as much as six weeks notice is required for a complete road closure. Road restriction permits are issued when applicable, specifying set of times for the crane to be allowed on the road/site. Our crane operators are instructed to ensure that the crane is dismantled and ready for road travel on or by the specified time. Penalties may be imposed by the police/Local Authorities if the specified times are exceeded without their consent. Failure to arrange the above authorisations or to ensure that the access is clear will leave the hirer liable for the full hire charges and road closure fees etc. should the job be aborted.

8. GROUND PREPARATION

The hirer is responsible for all ground preparation that may be necessary including the provision of suitable hard standing for the crane to rig and work from. This includes all access roads into the working position.

9. BARE LEASE

- a) The contracted hire rate is payable in full at all times and under all circumstances. No reduction will be accepted for servicing periods, idle times, bank holidays etc. unless specifically agreed at the time of hire in writing by the owner.
- b) The hirer is responsible for all operation and maintenance of equipment.
- c) The equipment shall be returned in the same condition, as it was originally received, fair wear and tear being agreed at the final inspection by the owner. It will remain on full hire until reinstatement has occurred. It is therefore suggested that an independent inspection be arranged before rental commences.
- d) The hirer is responsible for the arrangement of the supply and fitting of any spare parts required and for the full costs of reinstatement.
- e) The hirer is to provide all fuel, oils and consumables.

10. BS7121 'SAFE USE OF CRANES'

The hirer's attention is drawn to such parts of British Standard Code of Practice for Safe Use of Cranes (BS7121) as are relevant to the hire/contract. Unless specifically agreed in a quotation, the owner, his representatives, agents or operators are not responsible for planning, supervising or controlling the hirer's lifting operations on site or for the slinging or advising on slinging the goods to be lifted or handled. Should the hirer wish the owner to accept these responsibilities, the owner will upon request be pleased to re-tender for work under Terms and Conditions appropriate to the provision of contract lifting services as distinct from the provision of cranes on hire.

11. SUB CONTRACT OF CRANE AND OPERATOR

- a) When, in certain circumstances, we are unable to supply a crane and operator from our own fleet to undertake a contracted hire, we will make every effort to supply a crane and operator from an approved supplier of BJW Cranes Ltd and to ensure that they arrive on site with the necessary documentation.

- b) It is advised that the hirer ensure that the crane supplied on site arrives with the necessary test certificates, and the operator with proof of competence.

- c) We will notify the hirer of the need to supply a sub contract crane and operator where possible, and deem that confirmation to proceed with the hire constitutes acceptance of these terms and conditions.

12. CANCELLATION

We reserve the right to raise charges in respect of the full hire/contract price in the event of the cancellation of a previously agreed and confirmed booking.

13. V.A.T

Quoted prices do not include V.A.T. which will be charged at the rate prevailing at the time of invoicing.

14. INSURANCE

Unless otherwise agreed, and confirmed in writing prior to the hire, you are responsible for providing insurance cover, in accordance with your liability under C.P.A Terms and Conditions. Without detracting in any way from the hirer's responsibilities and liabilities stated above, the owner reserves the right to require confirmation in writing, that the hirer's insurance arrangements adequately cover those responsibilities and liabilities. Any insurance cover provided by our Company will not cover consequential losses or liquidated damages; these remain the responsibility of the hirer. Cover provided by our Company will be subject to the Master Policy terms and conditions, copies of which are available on request. In the event of non-payment by our Insurers, BJW Cranes Ltd cannot be held liable for any claims.

15. WAGE AGREEMENTS

Quotations are based on current wage rates and allowances and will be subject to adjustment in respect of any increases.

16. SITE RATE AND BONUS

Any difference between our basic rates and any parity payment, site or locally agreed rates/bonus payments will be charged extra at cost plus a surcharge to cover our increased N.I. contributions unless specifically varied by a quotation.

17. ALLOWANCE EXCEPTIONS

No allowance is made for a reduction in hire rates for idle time/inclement weather for our equipment unless specifically agreed in writing prior to the hire/contract taking place.

18. COMPLAINTS

Any operational problems should, in the first instance, be recorded briefly in the remarks section of the timesheet, which is signed at the end of the job or the week in which it occurred. This should be followed up by a letter sent to the Depot from which the crane is hired, or to the Administration Manager at Head Office. Any invoice queries **must** be made in **writing** within 7 days of receipt of the invoice. Any other complaints regarding the quality of service provided by BJW Cranes Ltd or its' staff must be directed by telephone or in writing to the Customer Services Department at Head Office, which will acknowledge receipt and pass on the communication to be actioned by the relevant person within the Company.

19. TERMS OF PAYMENT

If credit is authorised by BJW Cranes Ltd, then payment is due strictly 30 days after the date of invoice. If credit is not authorised, payment is due **before** work is undertaken.

- a) Any invoice query must be made in writing within 7 days of receipt.
- b) The company with entitled to interest on any overdue amounts the rate 8% per month calculated pro-rotta from the date of invoice and continuing to run after judgement. Failure by the company to invoice or demand payment of interest or any forbearance on its part will in no way prejudice the company's entitlement thereto.
- c) Interest will be due and payable forthwith on demand.
- d) The company will also be entitled to reimbursement of all external or additional costs and expenses reasonably incurred in the enforcement of its rights under the clause including, but not limited to, the payment of agency and legal fees and expenses whether incurred before or after the legal proceedings. Interest on this expenditure will accrue, as set out in Sub-clause b) hereof, from the date the expenditure is incurred.
- e) If any invoice is not paid by its due date, all other invoices will become payable immediately.
- f) Except with specific writing agreement under no circumstances can contra charges, counterclaims or any other form of claim be deducted from, or set off against, payment of any invoice. All invoices must be paid in full and any claims agreed separately.
- g) The law that govern and regulate any contract shall be those England & Wales.
- h) In the event of the hirer, becoming insolvent or entering into any voluntary arrangement with its creditors then any agreement shall be forthwith terminated.