

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.