



TEST INSPECT INSTALL REPAIR MAINTAN HIRE SUPPLY GOODS HOISTS PLANT MOVEMENTS
01293 978 600 INFO@SKYLINELIFTING.COM

CREDIT APPLICATION FORM

REGISTERED ADDRESS UNIT 6D HOLLYBUSH BUSINESS CENTRE, SHIPLEY BRIDGE LANE, GATWICK, RH6 9TL

COMPANY REGISTRATION NO 10677151 VAT REGISTRATION NO 317 60 32 23

WWW.SKYLINELIFTING.COM

Company Name:	Please Circle: PLC LIMITED PARTENRSHIP LLP SOLETRADER
Email- Accounts Department:	Other Email:
Invoice Address 1:	Company Reg No:
Invoice address 2:	VAT No:
Town:	Telephone:
County:	Fax:
Bank Name and Address:	Postcode:
	Sort Code:
	Account Number:
	Credit Limit Amount Request:

Purchase Ledger Contact:	Name of Buyer:
Landline:	Landline:
Mobile:	Mobile:
Email:	Email:

Trade Reference Name and Address:	Landline:
	Email:

Skyline Lifting utilises a third-party credit reference agency for credit assessment purposes. In submitting a request for Skyline Lifting to open a credit account, you are hereby providing us with your permission to carry out any credit reference we deem necessary to support your application. These searches will be taken for credit information purposes only and may be carried out both your company and its principles. The credit reference agency may also keep a copy of our enquiry, and share that information with other businesses that may also make enquires about the company and its principles. This does not affect your statutory rights. You are also agreeing to abide by the terms and conditions of the company. Our payment terms are strictly 30 DAYS FROM THE DATE IN WHICH INVOICE IS DATED AND SENT.

By signing this form, I confirm that I have read and accept the CPA Terms and conditions as detailed on Skyline Lifting & Safety Website and attached in this application pack

Name: _____ Signed: _____ Date: _____

Internal Use Only

ACCOUNT NUMBER:

CREDIT LIMIT:



BANK REFERENCE REQUEST

BY SIGNING THIS FORM, THE APPLICANT AUTHORISES SKYLINE LIFTING LTD TO APPLY TO THEIR BANK FOR A BANK REFERENCE AND THAT ANY FEE APPLICABLE WILL BE DEDUCTED BY THE BANK FROM THE APPLICANT'S BANK ACCOUNT.

BANK NAME/ADDRESS: _____

ACCOUNT NAME: _____

ACCOUNT NUMBER: _____ SORT CODE: _____

ACCOUNT HOLDERS SIGNATURE: _____

PRINT NAME: _____ DATE: _____

PLEASE EMAIL THIS FORM TO INFO@SKYLINELIFTING.COM

CPA MODEL CONDITIONS FOR HIRING OF PLANT (WITH EFFECT FROM JULY 2011)

1. DEFINITIONS (a) The "Contract" is the Contract between the Owner and the Hirer for the hire of Plant, which incorporates the Offer and is governed by these conditions. (b) The "Hire Period" shall commence from the time when the Plant leaves the Owner's depot or place where last employed and shall continue until the Plant is received back at the Owner's named depot or other agreed location. For the avoidance of doubt the Hire Period includes the time Plant is left on site during a Holiday Period (c) The "Hirer" is the Company, firm, person, Corporation or public authority taking the Owner's Plant on hire and includes their successors or personal representatives. (d) "Holiday Period" covers any cessation of work over Easter, Christmas and the New Year; as well as any other Bank or Public holidays. (e) "Offer" is the Owner's offer to hire the Plant to the Hirer which will include details of the Plant to be hired, the Hire Period, relevant hire rates and charges and any supplementary conditions to be incorporated into the Contract. (f) The "Owner" is the Company, firm or person letting the Plant on hire and includes their successors, assignees or personal representatives. (g) "Plant" covers all classes of Plant, or replacement Plant, machinery, vehicles, equipment, accessories, and any ancillary items, vehicles or equipment therefor, which the Owner agrees to hire to the Hirer, or anything which is supplied by the Owner to affect the hire, and anything supplied by the Owner for the safe operation and routine inspection and maintenance of the Plant. (h) A "Working Day" shall be from 8.00 am to 4.30 pm, Monday to Thursday, and 8.00 am to 3.30 pm, on Friday allowing a half-hour lunch break each day, unless otherwise specified in the Contract. (i) A "Working Week" covers the period from 8.00 am on Monday to 3.30 pm on Friday, unless otherwise specified in the Contract.

2. EXTENT OF CONTRACT No terms, conditions or warranties other than as specifically set forth in the Offer shall be deemed to be incorporated or to form part of the Contract or shall otherwise govern the relationship between the Owner and the Hirer in relation to the hire of any particular Plant pursuant to the Offer. This excludes all other terms or conditions which the Hirer may seek to apply under any order or acknowledgement or acceptance or similar document and supersedes all prior negotiations, representations or agreements, whether written or oral unless and to the extent that they are expressly accepted in writing and signed by the Owner. The Owner and the Hirer do not intend that any of the terms of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to the Contract, except that a person who is a successor to or an assignee of the rights of the Owner is deemed to become a party to the Contract after the date of succession or assignment (as the case may be).

3. ACCEPTANCE OF PLANT Acceptance of the Plant on site implies acceptance of all terms and conditions herein unless otherwise previously agreed in writing.

4. UNLOADING AND LOADING The Hirer shall be responsible for the unobstructed access and egress and, unless otherwise agreed in writing, for unloading and loading of the Plant at the site; and any personnel supplied by the Owner for such unloading and / or loading shall be deemed to be under the direction and control of the Hirer. Such personnel shall for all purposes in connection with their employment in the unloading and / or loading of the Plant be regarded as the servants or agents of the Hirer (but without prejudice to any of the provisions of clause 13) who shall be solely responsible for all claims arising in connection with unloading and / or loading of the Plant by, or with the assistance of, such personnel.

5. DELIVERY IN GOOD ORDER AND MAINTENANCE: INSPECTION REPORTS (a) Unless notification in writing to the contrary is received by the Owner from the Hirer in the case of Plant supplied with an operator within four working days, and in the case of Plant supplied without an operator within three working days, of the Plant being delivered to the site, the Plant shall be deemed to be in good order, save for either an inherent fault or a fault not ascertainable by reasonable examination, in accordance with terms of the Contract and to the Hirer's satisfaction, provided that where the Plant requires to be erected on site, the periods stated above shall be calculated from the date of completed erection of Plant. The Hirer shall be responsible for the safe keeping of the Plant, its use in a workmanlike manner within the manufacturer's rated capacity and in accordance with the manufacturer's and / or the Owner's recommendations, and its return on the completion of the Hire Period in equal good order (fair wear and tear excepted). (b) The Hirer shall at all times when hiring Plant without the Owner's operator or driver take all reasonable steps to keep himself acquainted with the state and condition of the Plant. If such Plant is continued at work or in use in an unsafe and unsatisfactory state or environment, the Hirer shall be solely responsible for any damage, loss, cost, expense or accidents whether directly or indirectly arising therefrom. (c) Any inspection report required under the relevant legislation, or a copy thereof, shall be supplied by the Owner, if requested by the Hirer, and returned on completion of the Hire Period.

6. SERVICING AND INSPECTION The Hirer shall at all reasonable times allow the Owner, his agents or his insurers to have access to the Plant to inspect, test, adjust, repair or replace the same. So far as reasonably practicable the Hirer shall allow such access during the Working Day.

7. GROUND AND SITE CONDITIONS (a) The Hirer is deemed to have knowledge of the site or the property or land where the Plant is to be delivered and the Hirer warrants that the condition of the site or place of delivery of the Plant is suitable for the use of such Plant. (b) If, in the opinion of the Hirer, the ground (including any private access road or track) is soft or unsuitable for the Plant to work on, travel over, be transported over, be erected or dismantled on without timbers or equivalent support, the Hirer shall supply and lay suitable timbers or equivalent support in a suitable position for the Plant to travel over, work on, be transported over, be erected or dismantled on, including for the purpose of delivery and collection. (c) Any timber or other material supplied by the Owner is provided solely to assist the Hirer under their duties within clause 7(b) and expressly not to relieve him of his legal, regulatory or contractual obligations to ensure adequate stability of the Plant. (d) The Hirer is responsible for the protection of, and liable for any damage to, any underground, surface or above ground services and utilities including, but not limited to cables, ducts, water pipes and gas lines, and any pavements, bridges, tunnels and roadways on or adjacent to the site and the Hirer shall liaise as necessary and comply with all requirements of the relevant statutory authority or similar body.

8. HANDLING OF PLANT (a) When a driver or operator or any person is supplied by the Owner with the Plant, the Owner shall supply a person competent in operating the Plant or for such purpose for which the person is supplied and such person shall be under the direction and control of the Hirer. Such drivers or operators or persons shall for all purposes in connection with their employment in the working of the Plant be regarded as the servants or agents of the Hirer (but without prejudice to any of the provisions of clause 13) and the Hirer shall be solely responsible for all claims arising in connection with the operation of the Plant by the said drivers / operators / persons. (b) The Hirer shall not allow any other person to operate such Plant without the Owner's prior written consent. (c) Such drivers or operators or persons shall not operate any other plant or machinery or undertake work other than that for which they are supplied by the Owner unless previously agreed in writing between the Owner and the Hirer.

9. BREAKDOWN, REPAIRS AND ADJUSTMENT (a) Any breakdown or the unsatisfactory working of or damage to any part of the Plant must be notified immediately to the Owner, and confirmed in writing. Any claim for breakdown time will only be considered from the time and date at which written notification is received and acknowledged by the Owner. (b) Full allowance for the hire charges set out in the Offer will be made to the Hirer for any stoppage due to breakdown of the Plant caused by the development of either an inherent fault or a fault not ascertainable by reasonable examination or fair wear and tear and for all stoppages for normal running repairs in accordance with the terms of the Contract. (c) The Hirer shall not (except for the changing of any tyre and repair of punctures), repair, modify or alter the Plant without the prior written permission of the Owner. The changing of any tyre and repair of punctures are however the responsibility of the Hirer who should arrange for them to be changed / repaired. The Hirer is responsible for all costs incurred in the changing or replacement of any tyre (which must be of an equivalent specification) as approved by the Owner and for the repair of any puncture. (d) The Hirer shall be responsible for all expense involved arising from any breakdown, unsatisfactory working of or damage to any part of the Plant due to the Hirer's negligence, misdirection or misuse of the Plant, whether by the Hirer or his servants, and for the payment of hire at the idle time rate as defined in clause 25, during the period the Plant is necessarily idle due to such breakdown, unsatisfactory working or damage. The Hirer is responsible for the cost of spares and / or repairs due to theft, loss or vandalism of the Plant. The Owner will be responsible for the cost of repairs, inclusive of the cost of spares, to the Plant involved in breakdown from all other causes.

10. OTHER STOPPAGES No claims will be admitted (other than those allowed for under "Breakdown" (clause 9) or for "Idle Time" (clause 25), as herein provided), for stoppages through causes outside the Owner's control, including but not limited to bad weather and / or ground conditions nor shall the Owner be responsible for the cost or expense of recovering any Plant from soft or unsuitable ground, or a hazardous environment. For the avoidance of doubt, the Hirer shall be responsible for the cost and expense of recovering any Plant from soft or unsuitable ground or a hazardous environment.

11. LOSS OF OTHER PLANT DUE TO BREAKDOWN Each item of Plant specified in the Contract is hired as a separate unit and the breakdown or stoppage of one or more units or vehicles (whether the property of the Owner or otherwise) through any cause whatsoever, shall not entitle the Hirer to compensation or allowance for the loss of working time by any other unit or units of Plant working in conjunction therewith, provided that where two or more items of Plant are expressly hired together as a unit, such items shall be deemed to be one unit for the purpose of breakdown.

12. LIMITATION OF LIABILITY Except for liability on the part of the Owner which is expressly provided for in the Contract (including these clauses): (a) the Owner shall have no liability or responsibility for any loss, or damage of whatever nature due to

or arising through any cause beyond his reasonable control; (b) the Owner shall have no liability or responsibility, 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 hire, for any of the Hirer's loss of profit, loss of 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 (c) whenever the Contract (including these clauses) provides that any allowance is to be made against hire charges, such allowance shall be the Hirer's sole and exclusive remedy in respect of the circumstances giving rise to the allowance, and such remedy shall be limited to the amount of hire charges which would otherwise be or become due if the allowance in question had not been made. (d) For the avoidance of doubt, nothing in these conditions limits or seeks to exclude the Owner's liability for claims of death or personal injury caused by the Owner's negligence, fraud or for any other liability for which it is not permitted to seek to limit or exclude by operation of law.

13. HIRER'S RESPONSIBILITY FOR LOSS AND DAMAGE (a) For the avoidance of doubt it is hereby declared and agreed that nothing in this clause affects the operation of clauses 4, 5, 8 and 9 of these conditions. (b) For the duration of the Hire Period (which for the avoidance of doubt includes the time Plant is left on site during a Holiday Period) the Hirer shall, subject to the provisions referred to in sub paragraph (a) make good to the Owner all loss of or damage to the Plant from whatever cause the same may arise, fair wear and tear excepted, and except as provided in clause 9 herein, and shall also fully and completely indemnify the Owner and any personnel supplied by the Owner in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with or arising out of the storage, transit, transport, unloading, loading or use of the Plant during the continuance of the Hire Period, and in connection therewith, whether arising under statute or common law. In the event of loss of or damage to the Plant, hire charges shall be continued at idle time rates as defined in clause 25 until the settlement has been agreed. Payment of the settlement must be made within 21 calendar days of the date of the agreement or idle time charges can be reinstated from the date of that agreement. Should idle time charges be reinstated, the agreed settlement figure remains payable in full. (c) Notwithstanding the above the Hirer shall not be responsible for damage, loss or injury: (i) prior to delivery of any Plant to the site (or, where the site is not immediately adjacent to a highway maintainable at the public expense, prior to its leaving such highway) where the Plant is in transit by transport of the Owner or as otherwise arranged by the Owner, (ii) during the erection and / or dismantling of any Plant where such Plant requires to be completely erected / dismantled on site, provided always that such erection / dismantling is under the exclusive control of the Owner or his agent, (iii) after the Plant has been removed from the site and is in transit on a highway maintainable at the public expense (or where the site is not immediately adjacent to a highway maintainable at the public expense after it has joined such highway) to the Owner by transport of the Owner or as otherwise arranged by the Owner, (iv) where the Plant is travelling to or from a site on a highway maintainable at the public expense (or, where the site is not immediately adjacent to a highway maintainable at the public expense, prior to its leaving or after its joining such highway) under its own power with a driver supplied by the Owner.

14. NOTICE OF ACCIDENTS If the Plant is involved in any accident resulting in injury to persons or damage to property, immediate notification must be given by the Hirer to the Owner by telephone and confirmed in writing to the Owner no later than 24 hours after such telephone notification. In relation to any claim in respect of which the Hirer is not bound to fully indemnify the Owner, no admission of liability, offer, promise of payment or indemnity shall be made by the Hirer without the Owner's prior written permission.

15. RE-HIRING ETC. Neither the Plant nor any part thereof shall be re-hired, sub-let, or lent to any third party without the prior written permission of the Owner.

16. CHANGE OF SITE The Plant shall not be moved from the site to which it was delivered or consigned without the prior written permission of the Owner.

17. RETURN OF PLANT FOR REPAIRS If during the Hire Period the Owner decides that urgent repairs to the Plant are necessary then he may arrange for such repairs to be carried out on site or at any location of his nomination. In the event that urgent repairs to the Plant are necessary the Owner shall be obliged to replace the Plant with similar Plant if available, the Owner (but without prejudice to any of the provisions of clauses 9 and / or 13) paying all transport charges involved. In the event of the Owner being unable to replace the Plant he shall be entitled to terminate the Contract forthwith (but without prejudice to any of the provisions of clauses 9 and / or 13) by giving written notice to the Hirer. If such termination occurs: (a) within three months from the commencement of the Hire Period, the Owner (but without prejudice to any of the provisions of clauses 9 and / or 13) shall pay all transport charges involved, or, (b) more than three months from the commencement of the Hire Period, the Owner (but without prejudice to any of the

provisions of clauses 9 and / or 13) shall be liable only for the cost of reloading and return transport.

18. BASIS OF CHARGING (a) The Hirer shall render to the Owner for each Working Week an accurate statement of the number of hours the Plant has worked each day. When any personnel, operator or driver is supplied by the Owner, the Hirer shall sign their time record sheets. The signature of the Hirer's representative shall bind the Hirer to accept the hours shown on the time records sheets. (b) Full allowance will be made for breakdown periods resulting from mechanical or electrical faults or absence of driver or operator supplied by the Owner except where breakdown is due to acts or omissions of third parties and / or the Hirer's misuse, misdirection or negligence, subject however to the provisions of clause 8 of these conditions. (c) Breakdown time in respect of such periods shall be allowed for not more than the Working Day less the actual hours worked. (d) Plant shall be hired out either: (i) for a stated minimum number of hours per Working Day or per Working Week or, (ii) without any qualification as to minimum hours. Odd days at the beginning and at the end of the Hire Period shall be charged pro rata. (e) Stoppages due to changing of tyres and repairs to punctures will be chargeable as working time up to a maximum of 2 hours for any one stoppage and any excess will be charged for at the appropriate idle time rates. (f) In the case of Plant which is required to be dismantled for the purpose of transportation, if the Owner agrees to a modification of the hire charge for the period required for assembling on site and dismantling upon completion of the Hire Period, such modification of the hire charge and the Hire Period for which it shall apply shall be stated in the Offer / Contract.

19. PLANT HIRED ON A DAILY BASIS WITHOUT QUALIFICATION AS TO HOURS The full daily rate will be charged on a daily basis irrespective of the hours worked except in the case of breakdown for which the Owner is responsible, when the actual hours worked will be charged pro rata of the average Working Day. No hire charge shall be made for Saturday and / or Sunday unless the Plant is actually worked.

20. PLANT HIRED BY THE WEEK OR MONTH WITHOUT QUALIFICATION AS TO HOURS The weekly or monthly rate shall be charged irrespective of the number of hours worked, except in the case of breakdown for which the Owner is responsible when an allowance pro rata of the agreed weekly rate or pro rata of the agreed monthly rate will be made for each full Working Day broken down calculated to the nearest half Working Day.

21. PLANT HIRED BY THE WEEK OR THE HOUR FOR A MINIMUM OF 39 HOURS PER WEEK The full hire for the minimum period in the Contract will be charged and an additional pro rata charge will be made for hours worked in excess of such minimum period. Allowance will be made for breakdowns up to 8 hours except on Fridays when the allowance will be up to 7 hours providing always that where the actual hours worked are in excess of the minimum period less breakdown time, the actual hours worked shall be chargeable. Idle time for this purpose shall be treated as actual working time. The minimum Working Week of 39 hours shall be reduced by 8 hours Monday to Thursday and 7 hours Friday for each Holiday Period occurring in such Working Week, provided that the Plant is not in use during such Holiday Period.

22. "ALL-IN" RATES Where "All-In" rates are charged by agreement the minimum period shall be as defined in the Contract and in accordance with the hire rates and terms contained therein, subject to the provisions of clause 26.

23. COMMENCEMENT AND TERMINATION OF CONTRACT (TRANSPORT OF PLANT) (a) The Hire Period shall commence from the time when the Plant leaves the Owner's depot or place where last employed and shall continue until the Plant is received back at the Owner's named depot or other agreed location but an allowance shall be made of not more than one day's hire charge each way for travelling time. If the Plant is used on the day of travelling, full hire rates shall be paid for the period of use on that day. If more than one day is properly and unavoidably occupied in transporting the Plant, a hire charge at idle time rates shall be payable for such extra time, provided that where Plant is hired for a total period of less than one Working Week, the full hire rate shall be paid from the date of despatch to the date of return to the Owner's named depot or other agreed location. (b) If the Plant is not made available for collection as agreed between the parties, such Plant shall be deemed with immediate effect to be placed back on hire. The Hirer shall be responsible for the safekeeping of the Plant in accordance with clause 13, and for all the reasonable costs and expenses incurred by the Owner in seeking to collect such Plant. (c) Upon the completion of the Hire Period, the Hirer shall clean and where necessary, decontaminate the Plant. All fuel and contaminants will be removed from bunds, storage tanks and bowzers. The Hirer shall be liable for any costs, liabilities and expenses incurred by the Owner should the Hirer fail to comply with this clause.

24. HIRER'S LIABILITY DURING THE NOTICE OF TERMINATION OF CONTRACT (a) Where the Hire Period is indeterminate or having been defined becomes indeterminate the Contract shall be terminable by seven days' notice in writing

given by either party to the other except in cases where the Plant has been lost or damaged. Notwithstanding that the Owner may have agreed to accept less than 7 days' notice of termination, the Hirer's obligations under clause 13 shall continue until the Plant is returned to the Owner in accordance with clause 31 or until the Owner has collected the Plant within the 7 days following the acceptance of short notice. Oral notice given by the Hirer to the Owner's driver or operator shall not be deemed to constitute compliance with the provisions of this clause. b) Without prejudice to clause 24(a), should the Hirer fail to make the Plant available for collection by the Owner before the end of the 7-day notice, the Hirer's obligations under clause 13 shall continue for a further 3 days or until such time as the Plant is made available for collection and the Owner has collected the Plant. For the avoidance of doubt, where the Hirer gives a notice pursuant to clause 24(a) but subsequently and with the consent of the Owner, withdraws such notice, the obligations of clause 13 shall continue to apply and the requirements of clause 24 will apply to any later termination of the Contract. c) If the Hirer terminates the Contract before the Hire Period commences, then the Hirer is liable for all reasonable costs and charges incurred by the Owner or to which the Owner is committed at the time of termination.

25. IDLE TIME When the Plant is prevented from working for a complete Working Week, the hire charges shall be two thirds of the hire rate or such other idle time rate as is agreed in writing by the Owner for the period during which the Plant is not in use. If the Plant works for any time during the Working Day, then the whole of that Working Day shall be charged as working time. In any case no period less than one Working Day shall be reckoned as idle time save for as provided for in clause 18(e). Where an "All-in" rate is charged, idle time is calculated on the machine element only. Full rate will be charged for the operator.

26. WAGES AND OTHER CHARGEABLE ITEMS RELATING TO DRIVERS AND OPERATORS OF PLANT All chargeable items shall be paid by the Hirer at the rates set out in the Contract save that any subsequent increases before and / or during the Hire Period arising from awards under any wage agreements and / or from increases in the Owner's statutory contribution shall be charged as additions at cost by the Owner and shall be admitted and paid by the Hirer.

27. TRAVELLING TIME AND FARES Travelling time, fares and similar expenses for drivers, operators and any person supplied by the Owner, incurred at the beginning and end of the Hire Period and where appropriate return fare of the driver, operator and any person supplied by the Owner to his home will be chargeable at cost. No charge shall be made by the Owner for any such expenses incurred by other employees of the Owner for the purpose of servicing, repair or maintenance of Plant, unless necessitated by the Hirer's negligence, misdirection or misuse of the Plant.

28. FUEL, OIL AND GREASE Fuel, oil and grease shall, when supplied by the Owner, be charged at net cost or an agreed estimate of net cost, and when supplied by the Hirer, shall be of a grade or type specified by the Owner. The Hirer shall be solely responsible for all damages, losses, costs and expenses incurred by the Owner if the Hirer uses the wrong fuel, oil or grease.

29. SHARPENING OF DRILLS/STEELS ETC. The cost of re-sharpening or replacement of drill bits, blades and other ancillary items shall be borne by the Hirer.

30. OWNER'S NAME PLATES The Hirer shall not remove, deface or cover up the Owner's name plate or mark on the Plant indicating that it is his property, without the prior written permission of the Owner.

31. TRANSPORT The Hirer shall pay the cost of and if required by the Owner, arrange transport of, the Plant from the Owner's depot or other agreed location to the site and return to the Owner's named depot or other agreed location on completion of the Hire Period.

32. GOVERNMENT REGULATIONS a) The Hirer will be responsible for compliance with relevant regulations issued by the Government or Local Authorities, including regulations under the Environmental Acts, Factories Acts, Health and Safety at Work, etc. Act and observance of the Road Traffic Acts should they apply, including the cost of road fund licences and any insurances made necessary thereby, save that if and during such time as the Plant is travelling, whether for full or part journey from Owner to site and site to Owner under its own power with a driver supplied by the Owner, the Owner and not the Hirer shall be responsible as aforesaid. b) The Hirer shall indemnify the Owner against any charges or fines that the Owner may become liable for as a result of the operation of the Plant during the Hire Period.

33. PROTECTION OF OWNER'S RIGHTS (a) The Hirer shall not re-hire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the Plant except as provided under clause 15 and shall protect the same against distress, execution or seizure and shall indemnify the Owner against all losses, damage, costs, charges and expenses arising as a direct result of any failure to observe and perform this condition except in the event of Government requisition. (b) The Owner may terminate the Contract forthwith by written notice to the Hirer if one or more of the following events occur: (i) The Hirer defaults in punctual payment of any sum due to the Owner for hire of Plant or other charges payable pursuant to these conditions; (ii) The Hirer fails to observe and perform the terms and conditions of the Contract; (iii) The Hirer suffers, or the Owner reasonably believes that the Hirer shall suffer, any distress or execution to be levied against him; (iv) The Hirer makes or proposes to make any arrangement with his creditors or becomes insolvent within the meaning of Section 113 of the Housing Grants, Construction and Regeneration Act 1996 or any amendment or re-enactment thereof for the time being in force; or (v) The Hirer does or causes to be done or permit or suffer any act or thing whereby the Owner's rights in the Plant may be prejudiced or put into jeopardy. (c) In the event of termination under sub-paragraph (b) above: (i) The Hirer must give the Owner or his agents, immediate unobstructed access to recover the Plant. (ii) The Owner shall be entitled to claim the hire charges outstanding as at the date of termination of the hire under this clause and return transport charges under clause 31. (d) The rights under sub-paragraph (b) and (c) above: (i) May be exercised notwithstanding that the Owner may have waived some previous default or matter of the same or a like nature. (ii) Shall not affect the Owner's right to claim damages for breach of Contract or recover any sums due under the Contract as a debt. (e) If the Hirer does not make payment of a sum by the final date on which payment is due to be made, the Owner has the right to suspend performance of its obligations under the Contract. The right to suspend may not be exercised without first giving to the Hirer at least 7 days' notice in writing of the Owner's intention to suspend performance, stating the ground or grounds on which the Owner intends to suspend performance. The right to suspend performance will cease when the Hirer makes payment in full of the amount due.

34. CHANGES IN NORMAL WORKING WEEK The foregoing provisions have been framed upon the basis of the Hirer working a 5-day week of 39 hours; it is hereby agreed that in the event of: (a) there being any agreed change in the normal weekly hours in the industry in which the Hirer is engaged or, (b) the Contract being made with reference to a 5-day week of other than 39 hours. Clauses 1(h) and (i), 18(c) and (d), 20 and (in regard to breakdown allowance and reduction for statutory holidays) 21 shall be deemed to be modified conformably and in the event of an alteration in the normal weekly working hours in the said industry the "Hire Rates and Terms" of Plant hired for a minimum weekly or daily period shall be varied pro rata.

35. DISPUTE RESOLUTION (a) If the site is situated within the United Kingdom, then the court whose jurisdiction covers the site will have exclusive jurisdiction and interpretation of the law for this Contract. If the original site is not situated within the United Kingdom, then the relevant jurisdiction and interpretation of the law of the Contract will be governed by the country where the Owner's head office is located. (b) Both parties to the Contract have a right to refer any difference or dispute arising under or in connection with the Contract to adjudication and the procedure set out in Part 1 of the Scheme for Construction Contracts (England and Wales) Regulations 1998 (or any amendment or re-enactment thereof for the time being in force) will apply. 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. (c) The Owner and the Hirer shall comply forthwith with any decision of the adjudicator; and shall submit to summary judgment and enforcement (and / or, under Scots 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 Scots law, the Owner, the Hirer, 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. **36. LATE PAYMENTS** The Owner reserves the right to charge the Hirer for the late payment of any outstanding invoices under the Late Payment of Commercial Debts (Interest) Act 1998, or any subsequent legislation. **37. SEVERABILITY** If any of these clauses are held to be unlawful, void or unenforceable, then that clause will be deemed severable and will not affect the validity and enforceability of the remaining clauses, to the extent permitted by law.

SUPPLEMENTARY CONDITIONS APPLICABLE TO HOISTS 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 for the Safe Use of Hoists and partly to define contractually the extent of the Owner's and Hirer's responsibilities as between themselves. 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.

1. DEFINITIONS AND INTERPRETATION 1.1 These Supplementary Conditions are applicable to Hoists 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. **RESPONSIBILITIES OF THE HIRER**

2. MANAGEMENT 2.1 In order to comply with the requirements of legislation, which includes the Management of Health and Safety at Work Regulations 1999 (SI 1999 No. 3242); the Provision and Use of Work Equipment Regulations 1998 (SI 1998 No. 2306) and the Lifting Operations and Lifting Equipment Regulations 1998 (SI 1998 No. 2307), furthermore, to follow the guidelines established under the 'Inspection, Thorough Examination and Maintenance' Best Practice Guide, the Hirer has overall responsibility for the management and use of the hoist(s). 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. 2.3 The Hirer is responsible for providing at his own cost a competent hoist operative who may be responsible for the daily / weekly checks to the hoist and also for providing an appointed person to arrange to remedy any defects and to retain records and to comply with all Health and Safety legislation and regulations at all times.

3. INSURANCE 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.

4. GROUND AND SITE CONDITIONS 4.1 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 hoist will operate from and for any Plant that will be needed to erect or dismantle the hoist. 4.2 If required, the Hirer will ensure that a suitable concrete base is prepared prior to the delivery of the hoist subject to site discussion between the Owner and the Hirer. Without prejudice to clause 7(a) of the CPA Model Conditions, the Hirer warrants that the ground on which the hoist is situated is firm, level, and able to withstand the forces that the hoist exerts and is in keeping with all current Health and Safety legislation and regulations. © Copyright of the Construction Plant-hire Association 2011 4.3 The Hirer shall be fully liable to the Owner for any damage to the hoist or any associated Plant 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.

5. ERECTION AND DISMANTLING 5.1 The Hirer will give the Owner a minimum of one week's (7 calendar days) notice of the date upon which the hoist is to be erected by the Owner. The Hirer will also give the Owner a minimum of one week's (7 calendar days) notice of the date upon which the hoist is to be modified and/or dismantled by the Owner. 5.2 If the hoist is to be attached to a structure, then the Hirer must obtain permission to drill into the structure prior to the hoist arriving on site, so as to secure the hoist into position. Any damage caused to the structure will be the responsibility of the Hirer. 5.3 The Owner will charge the Hirer for any time spent erecting, dismantling, modifying, adjusting or moving the hoist including re-testing at the rate specified in the Contract or if no rate is specified, at a fair and reasonable rate. The Hirer shall also allow the Owner, or any representative of the Owner, free and unrestricted access to the hoist and any associated Plant and to all areas of their operation. 5.4 The hire charge will begin from the date of delivery unless otherwise agreed in writing by the Owner prior to delivery; and will continue daily until the hoist has been completely dismantled and removed from site. 5.5 The Hirer will not attempt to adjust or modify the hoist or the attachments thereto without the 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 hoist, any reasonable costs incurred by the Owner will be charged to the Hirer. 5.6 The Hirer will clear all debris and site rubbish from the hoist platform and equipment prior to dismantling of the hoist. Any reasonable cost 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. 5.7 The Hirer will ensure that the site is kept clear of any obstructions and if necessary, 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 the Hirer shall indemnify the Owner against any costs and/or expense incurred by the Owner in doing so. 5.8 Any costs incurred by the Owner as a result of delays caused on site during dismantling or erection of the hoist platform and equipment will be charged to the Hirer. 5.9 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 hoist 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. 5.10 The Hirer will ensure that the building to which the hoist will be attached can withstand the stresses from the loads the Hirer wishes to carry on the hoist. The Hirer will be responsible for any damage caused to the building as a result of any use of the hoist.

6. POWER SUPPLY 6.1 If an electric hoist is required, the Hirer will be responsible for the cost in providing the correct power supply for the type of hoist being hired to the base of the hoist or close by, prior to the arrival of the hoist. The power supply will remain available until the hoist has been completely dismantled. 6.2 The Hirer will provide a lockable isolator free of any charge if such a lockable isolator is not fixed to the hoist. 6.3 The Hirer will be responsible for connecting the power supply to the hoist and testing it. When the hoist is not in use, the Hirer will ensure that the power supply is properly isolated. © Copyright of the Construction Plant-hire Association 2011

7. HOLIDAY PERIODS It is the responsibility of the Hirer to ensure the safekeeping of all Plant hired which is not returned to the Owner before the start of any Holiday Period. This Plant will be deemed to be in use during the Holiday Period and will be charged in accordance with the terms of the Contract.

8. SCAFFOLDING 8.1 If the hoist is to be tied to scaffold (which must be constructed in compliance with BS EN 12811-1:2003 and with a suitable design criterion to accommodate load factors as applied by this hoist) the Hirer is to supply all tubes and fittings for landing gates, ties and the base surround, unless otherwise expressly stated by the Owner. 8.2 The Hirer will supply a competent scaffolder, free of any charge to the Owner, to assist with the installation of mast ties, landing gates and any run-offs together with any associated Health and Safety equipment used near or on the hoist. 8.3 If special ties are required by the Hirer (over and above the standard ties provided) these will be charged for by the Owner. 8.4 Towards completion and whilst the scaffolding is being progressively dismantled, the Hirer must note the scaffolding cannot be removed below the hoist tie. Should this occur, the scaffolding will be required to be re-erected and the Hirer will be held liable for any costs incurred by the Owner in doing so. **RESPONSIBILITIES OF THE OWNER**

9. 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: 9.1 any goods or other items being moved by the hoist; 9.2 any surface or subsurface features such as underground services; 9.3 any above ground structures, including any overhead cables, overhanging or protruding things, which might result from the travelling, positioning or working of the hoist or any associated equipment.

10. COMPETENCE If the Owner provides an operator with the hoist, 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.

11. OPERATING INSTRUCTIONS The Owner will ensure that the Hirer receives operating instructions for the type of hoist being supplied.

SUPPLEMENTARY CONDITIONS APPLICABLE TO TOOL AND EQUIPMENT HIRE 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 for the Safe Use of Tools and Equipment and partly to define contractually the extent of the Owner's and Hirer's responsibilities as between themselves. 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.

1. DEFINITIONS AND INTERPRETATION 1.1 These Supplementary Conditions are applicable to Tool and Equipment hire 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. 1.4 "Tools and Equipment" covers all classes of tools and equipment which the Owner agrees to hire to the Hirer. **RESPONSIBILITIES OF THE HIRER**

2. MANAGEMENT 2.1 In order to comply with the requirements of legislation, which includes the Management of Health and Safety at Work Regulations 1999 (SI 1999 No. 3242); and the Provision and Use of Work Equipment Regulations 1998 (SI 1998 No. 2306) the Hirer has overall responsibility for the management and use of Tools and Equipment. 2.2 If advice or information is sought from and given by any representative of the Owner, the Hirer understands and accepts that such advice or information is given in good faith 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 interest must be agreed in writing prior to the commencement of any work covered by the Contract.

4. HOLIDAY PERIODS It is the responsibility of the Hirer to ensure the safekeeping of all Tools and Equipment hired which is not returned to the Owner before the start of any Holiday Period. The Tools and Equipment will be deemed to be in use during the Holiday Period and will be charged in accordance with the terms of the Contract.

5. STOLEN OR DAMAGED TOOLS AND EQUIPMENT 5.1 If the Tools and Equipment are damaged and are economically repairable, the Hirer will be charged for the repairs. 5.2 If any item of the Tools and Equipment is two years old or less, then the Hirer will be charged by the Owner for a brand-new item to replace the item that has been damaged beyond economic repair or which has been stolen. © Copyright of the Construction Plant-hire Association 2011 5.3 If any item of the Tools and Equipment is over two years old, then the Hirer will be charged by the Owner if the item has been stolen or damaged beyond economic repair, at the current replacement value.

6. ELECTRICAL PLANT Any item of Tools and Equipment which is electrical must not be used unless it is correctly earthed, or unless it is of doubled insulated construction. Such electrical equipment must be connected by a qualified electrician to an adequate electrical supply of the correct voltage.

7. TERMINATION OF HIRE 7.1 If the Hirer gives notice of termination of the hire to the Owner, the full hire charges shall be paid to the Owner up to the date that the Tools and Equipment were returned by the Hirer to the Owner's depot or when the Owner has collected the Tools and Equipment. 7.2 The Hirer shall be entitled to "off-hire" the Tools and Equipment in accordance with the following sub-clauses: 7.2.1 The Hirer must notify the Owner in writing when the Tools and Equipment are to be off-hired. 7.2.2 Each item of Tools and Equipment to be off-hired must be identified clearly to enable the Owner to provide a unique off-hire number to the Hirer. 7.2.3 The Owner shall not charge the Hirer any hire charges for any period for which an off-hire number has been obtained, but the Hirer shall still be responsible for such hire charges for those items if he is unable to provide the off-hire number to the Owner for that item of Tools and Equipment. 7.3 In the event that any item of Tools and Equipment which is off-hired, is not made available for collection when the Owner attends the site to collect it, such Tools and Equipment shall be deemed with immediate effect to be placed back on hire, and all hire charges shall be due in accordance with these conditions. The Hirer shall be responsible for the reasonable costs and expenses incurred by the Owner in seeking to collect such off-hired items.

8. PAYMENT 8.1 Where a deposit is required from the Hirer for the Tools and Equipment, then this must be paid to the Owner prior to the Tools and Equipment being either collected or delivered from the Owner's depot. 8.2 A Hirer who has an approved credit account shall pay the Owner's hire charges no later than 30 days after the date of each invoice. If a sum remains unpaid after the due date, the payment of all hire charges, no matter how recent, shall become due immediately. 8.3 The Hirer shall not be entitled to withhold payment of any amount payable to the Owner except those monies which are in dispute with the Hirer. In the case of any short delivery or delivery of damaged Tools and Equipment to the Hirer, the Hirer shall still be liable to pay for the balance of the Tools and Equipment that were correctly delivered in working order.

9. MAXIMUM PERIOD OF HIRE FOR UNINCORPORATED BODIES In accordance with the Consumer Credit Act, if the Hirer is a partnership, sole trader or other unincorporated body, then the Contract of hire will not be more than three consecutive calendar months; and the Hirer shall return the Tools and Equipment to the Owner on or before the last day of the aforementioned three calendar month period. **RESPONSIBILITIES OF THE OWNER**

10. OPERATING INSTRUCTIONS The Owner will ensure that the Hirer receives written operating instructions, as necessary, for the type of Tools and Equipment being supplied. Such instructions are a means of passing on operating and safety information regarding the Tools and Equipment.

11. AVAILABILITY Tools and Equipment are offered subject to availability at the time of order