



CONSTRUCTION PLANT-HIRE ASSOCIATION

STANDARD TERMS AND CONDITIONS FOR A CONTRACT FOR THE LIFTING AND MOVEMENT OF GOODS INVOLVING CRANE OPERATION

1. Scope and Definitions

- 1.1. The terms and conditions set out in this document describe the trading policy and practice of the Company for its "lifting contract" services, as distinct from its crane-hire services, and they form the contract terms and conditions for lifting contracts entered into by the Company.
- 1.2. "Lifting contract" means a contract for the supply and operation of a crane or cranes together with the planning, supervision and execution of the lifting operation, which is the type of contract which these terms and conditions are intended to regulate. They are not intended or designed to regulate contracts involving other specialist skills such as mechanical erection contracts.
- 1.3. These terms and conditions shall not be varied except with the Company's written agreement, signed by a person authorised thereto by the Company.
- 1.4. No other terms and conditions shall apply to any lifting contract entered into by the Company unless expressly agreed in writing by means of a quotation or otherwise by the Company and the Client. In particular, any terms and conditions specified by the Client, on an order form or otherwise, shall not be binding on the Company and shall not apply to any lifting contract entered into by the company unless previously agreed in writing by the Company.
- 1.5. Unless otherwise agreed by the Company and the Client, these terms and conditions also apply to any additional work that the Company may agree to carry out for the Client and which arises from or is connected with a lifting contract.
- 1.6. The following words and phrases used in this document have the meanings indicated:

"Appointed Person" means the person given the necessary authority to assess, plan, select equipment and plant including inspection and maintenance in order to ensure that there is an effective procedure for the operation. The Appointed Person is responsible for the organisation and control of the operation which he may stop should there be a likelihood of danger.

"Client" means the person or organisation requiring the lift to be carried out, and includes the Client's employees and agents and the Client's assigns, successors and personal representatives;

"Code of Practice" means the British Standard Code of Practice for the Safe Use of Cranes (BS 7121: Part I: 1989), as amended from time to time, or any other official Code of Practice which may supersede it;

"Company" means the company or firm agreeing to carry out the contract lift, and includes the Company's assigns, successors and personal representatives;

"contract equipment" means any crane and other equipment and accessories used or intended to be used by the Company in performing, or in connection with, the contract lift;

"contract price" means the price agreed by the Company and the Client as payment for the performance by the Company of the lifting contract, which may be a lump-sum price or a time-related schedule of rates;

"lift" includes move.

2. Quotations and Contract Price

- 2.1. Unless otherwise specified by the Company in writing, every quotation by the Company is open for acceptance for a period of thirty days, after which the quotation will be subject to confirmation by the Company.
- 2.2. Unless otherwise specifically noted by the Company in writing, every quotation by the Company is based on the assumption that the following circumstances apply:
 - 2.2.1. The work will be carried out under the Company's direction without interruption and on a clear site with adequate approaches suitable for the necessary movement of the contract equipment.
 - 2.2.2. The ground or floor where the contract equipment is to operate will be firm, level and in good condition, and will provide proper support for the contract equipment.
 - 2.2.3. The work will be carried out in daylight during normal working hours.
 - 2.2.4. All information provided by the Client is complete, true and accurate.
 - 2.2.5. The quotation must state precisely what information has been supplied by the Client.
- 2.3. Where all or any of the above circumstances do not apply the Company may at its election either issue a fresh or revised quotation for the work described in the Lifting Contract or elect to be discharged from the Lifting Contract without further liability to the Client.
- 2.4. Any additional work which the Company is required to perform will involve an extra charge, additional to the contract price.
- 2.5. The contract price may be increased by the amount of any costs incurred by the Company as a result of delays in commencing or completing the contract work due to circumstances beyond the Company's control.

3. Formation and Termination of Lifting Contract

- 3.1. The submission of a quotation by the Company to a prospective customer does not constitute an offer the acceptance of which will create a binding contract.
- 3.2. No lifting contract is created before the Company accepts an order for the carrying out of the lifting contract work.
- 3.3. If, before completion of the lifting contract, the Client purports to cancel the contract without the written agreement of the Company, the Client is liable for the full contract price. If the Company has agreed in writing to the cancellation, the Client shall be liable for such reasonable proportion of the contract price as may be assessed by the

Company at that time, together with all costs and charges incurred by the Company or to which the Company is committed.

- 3.4 .A lifting contract involving an unspecified number of lifts over a period of indeterminate duration may be terminated by either party giving the other party not less than seven days' notice in writing or such other notice as may be agreed by the parties.

4. Status and Authority of Client and Company

- 4.1. The Client warrants that the Client is the owner or the authorised agent of the owner of the contract goods and is authorised to accept and does accept these contract terms and conditions.
- 4.2. The Client authorises the Company to assume overall control of the work, to provide the person appointed and to plan, supervise, carry out and complete the work in accordance with the Code of Practice including, where considered by the Company to be appropriate, to control and instruct the Client's personnel.
- 4.3. The Client authorises the Company to have free access to, and free movement on, the contract site and to clear the site of all vehicles and persons not directly involved in the contract lift and, for that purpose, to set up barricades, tapes or cones, to the extent that the Company may at its discretion require for the performance of the Contract.
- 4.4. With the permission of the Client, which shall not be unreasonably withheld, the Company may arrange for the work, or any part of the work, to be carried out by agents, sub-contractors or independent contractors who, for the purposes of the contract shall be regarded as the Company and whose rights against and duties and liabilities to, the Client shall be the same as those of the Company under these contract terms and conditions.

5. Code of Practice

- 5.1. The Company will perform the lifting contract in accordance with the Code of Practice.
- 5.2. At the Client's request, the Company will provide the Client with any available information relevant to the qualifications and competence of the person appointed by the Company in accordance with the Code of Practice to have overall control of any lifting operation under the lifting contract.
- 5.3 .In the absence of written notice by the Client to the contrary, received by the Company prior to the commencement of the lifting operation, the person appointed shall be deemed to be to the satisfaction of the Client.
- 5.4. The Client shall supply, or confirm, in writing all information available to the Client which is requested by the Company or which the Client is aware may be necessary or useful to facilitate compliance with the Code of Practice.
- 5.5. The Client is responsible for ensuring that the Company is informed of the location of anything on or near the site which is likely to be damaged by, or to damage, the contract equipment, or to affect its stability, or which is likely to affect the health or safety of any person.

6. Liability of Company

- 6.1. The Company shall be liable for loss or for damage or injury to persons or property when caused solely by the Company's negligence in the performance of the lifting

contract and shall not be liable for any such loss, or damage or injury due in whole or in part to any negligence on the part of the Client.

- 6.2. The Company's liability, if any, arising from or in connection with the lifting contract -
- for loss or destruction of or damage to the contract goods shall be limited to a total of £10,000 (ten thousand pounds);
- for any other loss, damage or injury shall be limited to a total sum of £2,000,000 (two million pounds);
- unless, in either case, a different amount is agreed by the Company and the Client prior to the commencement of the contract.
- 6.3. Full details of any loss, damage or injury which is or may be the subject of a claim by the Client against the Company shall be notified by the Client to the Company within seven days of the date of discovery thereof. Any suit to enforce any such claim by the Client against the Company must be commenced not later than twelve months after the date of occurrence of the event giving rise to the loss, damage or injury

7. Exclusion of Company's Liability

- 7.1. The Company shall not be liable for any loss, damage or injury caused by, or arising from or as the result of, any of the following:
- 7.1.1. Any defect in the contract goods including any design defect and any defect relating to lifting points on the contract goods.
- 7.1.2. Inaccurate or incomplete information given by the Client.
- 7.1.3. The written instruction given by the Client to the Company's employees.
- 7.1.4. Any defect in equipment provided by the Client.
- 7.1.5. Any act or omission of any personnel supplied by the Client, or by any body or person under contract to the Client in connection with the contract goods, except when correctly following the Company's instructions for the purpose of performing the Company's work under the contract.
- 7.1.6. Delay in commencing or completing the contract work due to circumstances beyond the Company's control including, but not limited to, any strike or other industrial action.
- 7.1.7. Unexpected and unforeseen subsidence or unstable ground conditions.
- 7.2. The Company shall not be liable for any of the following, however arising:
- 7.2.1. Loss of use of the contract goods or any other property or loss of contract or profit or for indirect or consequential loss of any kind, including but not limited to any liability of the Client to pay liquidated damages under any other contract to which the Client may be a party.
- 7.2.2. Loss or damage to the contract goods whilst in storage outside the control of the Company.
- 7.2.3. Any loss or damage occurring after completion of the contract by the Company.

8. Insurance and Indemnity

- 8.1. The Company will carry insurance to cover its potential liability under the lifting contract having regard to the maximum amounts referred to in clause 6.
- 8.2. The Company may exclude the lifting contract from cover under its existing policies and require a specific insurance policy to cover the lifting contract in the joint names of the Company and the Client to be provided at the expense of the Client.
- 8.3. If the value of the contract goods exceeds the limit referred to in clause 6, it is the responsibility of the Client to give the Company sufficient written notice of that fact with details of the full value of the contract goods so that full insurance cover in the joint names of the Company and the Client may be arranged at the Client's expense before the commencement of the performance of the lifting contract.
- 8.4. The Client agrees to indemnify the Company against -
 - 8.4.1. Any claim arising from or connected with the Company's work on the lifting contract site, in preparing the site or performing the contract, including claims of nuisance and claims of trespass to persons, property, land or air space;
 - 8.4.2. All other losses, damages or claims in respect of any matter arising from or in connection with the lifting contract and for which, under these contract terms and conditions, the Client is liable or for which under clause 7 the Company is not liable; and
 - 8.4.3. Any liability arising from or in connection with the lifting contract to pay any amount in excess of the relevant limit referred to in clause 6.
- 8.5. The Client shall insure against its liability to indemnify the Company and all other liabilities of the Client under the lifting contract.
- 8.6. If requested by the Company, the Client shall produce to the Company a copy of any insurance policy together with evidence of the premium having been paid held by the Client and relevant to the lifting contract.
- 8.7. If the Company is of the opinion that the insurance cover held by the Client may be insufficient to meet the Client's liabilities under the lifting contract, the Company may require the Client to take out at the Client's expense additional insurance cover in the joint names of the Company and the Client.

9. Transportation of Contract Goods

- 9.1. The Company is not a common carrier.
- 9.2. If, under the lifting contract the contract goods, or any part of them, require transportation by air, sea, road or rail, the Company may either undertake the transportation or arrange for transportation by some other person or organisation.
- 9.3. In the latter event, unless otherwise agreed in writing by the Company, the Company's liability for the contract goods so transported shall be no greater than that of the person or organisation carrying out the transportation, that is, the airline, shipping company, haulage contractors or railway authority concerned, and the amount of compensation, if any, payable for loss of or damage to the contract goods during transportation shall be limited to the amount recoverable from that person or organisation in respect of that loss or damage.

10. Payment of Charges

- 10.1. All prices quoted are exclusive of VAT which will be charged at the rate prevailing at the date of invoice.
 - 10.2. All charges are payable in full and the Client shall not withhold payment as retention or discount or for any reason whatsoever, regardless of any arrangement for payment to the Client by another party under any other contract.
 - 10.3. All charges by the Company are payable strictly thirty days net from the date of the Company's invoice.
 - 10.4. If the Client fails to pay any amounts when due and payable to the Company, the Company is entitled to charge interest on any outstanding amounts from the date on which they become due at the rate of two per cent above the overnight rate, as at that date, of the London Inter-Banks Offered Rate (Libor).
 - 10.5. The Company shall have a general lien over any goods and equipment, the property of the Client in the custody of the Company, for unpaid debts due and payable to the Company by the Client. The Company shall notify the Client when exercising the right of lien under this clause and if the Client fails to settle all such debts within one month of notification, the Company may sell, as agent of the Client, all or any of the items subject to the lien and apply the proceeds towards payment of the debt and the expenses of the sale together with interest accrued to that date.
11. **Law of the Contract**
- 11.1. This contract and all matters arising therefrom shall be subject to and construed in accordance with English Law.
 - 11.2. In the event of any dispute or claim arising from this contract, the Client agrees to submit to the jurisdiction of the courts of England.

FOOTNOTES:

1. Acceptance of the plant on site implies acceptance of all terms and conditions stated in the Contract Lift Conditions.
2. The Standard terms and Conditions for the lifting and movement of goods involving Crane Operation are the copyright of the CPA and must not be reproduced, stored in any retrieval system or transmitted in any form or by any means, mechanical, photocopying, recording or otherwise.
3. Copies of these Contracts for Lifting Operations are only available from the CPA.

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