

CONDITIONS OF ORDER

TERMS & CONDITIONS OF HIRING

1. DEFINITIONS

In these terms and conditions the following expressions have the following meaning unless inconsistent with the context:

Expression	Meaning
"The Owner"	The person or company to whom this Confirmation Order is addressed overleaf and includes his or its successors assigns or personal representative
"The Hirer"	Parkstone Construction Limited and includes the successors and permitted assigns.
"Associated Company"	Any company directly or indirectly controlled by or under the same control direct or indirect as the Hirer.
"C.P.A Conditions"	The CPA Conditions are currently at the 1 st January 2001
"Plant"	The same meaning as is contained in Condition 1 of the CPA Conditions
"Operator"	Any operator driver of flagman supplied by the Owner to operate plant.
"Supplementary Conditions"	The terms and conditions expressly set out below and overleaf.

2. VALIDITY

2.1 All Plant taken on hire by the hirer from the Owner will be hired on the CPA Conditions and the Supplementary Conditions (together called the "Contract Terms") to the exclusion of any other terms, stipulations or conditions whether or not the same are endorsed upon delivered with or referred to in any quotation, confirmation of order or either document delivered by the Owner to the Hirer. Where there is any inconsistency or conflict between the Supplementary Conditions to the CPA Conditions the former shall prevail.

2.2 Any amendment to the Contract Terms will be valid only if it is specifically refers to the term or condition to be amended and is signed by a Director of the Owner and either a Director or the Plant Manager of the Hirer.

3. OPERATION OF THIS AGREEMENT

3.1 Except here otherwise provided all instructions given by the Hirer under the contract Terms will be given by Parkstone Construction Limited, and the Owner must in relation to the Hire of Plant to the Hirer or any Associated Company (and any instructions or notices to be given in relation thereto) deal only with Parkstone Construction Limited.

3.2 Without limiting the generality of the foregoing the owner must not accept instructions for the hire of any Plant to the Hirer or any Associated Company other than from the Plant Manager from the time to time of Parkstone Construction Limited, nor must the Owner accept instruction for the delivery and collection of Plant other than from such Plant Manager or a person duly authorised by him.

3.3 Returned Plant will not be accepted by the Hirer.

4. SAFETY REGULATIONS ETC.

4.1 All Plant from the Owner

- must conform to all safety regulations laid down by the Factories Acts, The Health and Safety at Work Act 1974 and any statutory modifications or re-enactments thereof for the time being in force.
- must be in good mechanical order with any tyres being in a roadworthy condition.
- must conform to the regulations laid down by the relevant Local Authority and entitles "The Limitation" and Control of Noise on Construction and Demolition Sites" or any modification or replacement thereof for the time being in force.

The Hirer reserves the right to reject any Plant within the time limits imposed by Condition 6 of the CPA Conditions which does not comply with the above conditions and the Hirer will not accept transport charges should any Plant have to be replaced as a result of such rejection.

4.2 Where part of the Plant hired consists of a crane, lifting appliance or lifting gear, a copy of the current Test Certificate must be sent by the owner to the Hirer (immediately on receipt of this Order)

5. DAY TO DAY MAINTENANCE

The Hirer is only responsible for day to day maintenance of the Plant (ie topping up engine oil, water and fuel, provided that the consumption of the Plant is normal). General maintenance, repairs, lubrication, changing engine/transmission oils, filters, adjustments etc, are the Owners responsibility.

6. PROTECTION OF OPERATED PLANT

6.1 Where the Plant is hired with an Operator the Hirer will accept no responsibility for loss or damage to Plant where:-

- a compound is available on site but the Owners Operators do not use this facility.
- the Plant is not parked as instructed by the Hirer's Site Management

6.2 All Plant hired with an Operator must be equipped by the Owner with locks and tarpaulins for safety and protection purposes and the Operator must use the locks and tarpaulins provided. Any breach of this will absolve the Hirer from any responsibility for loss or damage to Plant.

7. HIRE RATES AND PAYMENT

7.1 Unless otherwise agreed the hire rates specified in this Order are "all in-rates". The Hirer will not accept any addition to the agreed all in-rates.

7.2 The Owner will not be entitled to vary any agreed all in-rate except when a National Minimum Wage Award is made which affects Operators' wages or subsistence.

7.3 No hire charges will be accepted for holidays agreed within the industry

7.4 Where a site is at a standstill because of strikes or other industrial disputes of any nature the Plant will be off hired. If the Owner wishes, the Plant may be left on site at the Owner's risk.

7.5 Payment will be made against invoices. Accounts will be settled 45 days from the end of the month in which the invoice is dated unless otherwise agreed in writing. Invoices must be received no later than the sixth of the following month, thereafter payment will be delayed for a further 45 days.

Plant Hire invoices shall be accompanied by an authorised time sheet where applicable.

8. DELIVERY

8.1 Deliveries and collection of Plant to and from site must be during normal working hours unless alternative arrangements are made by the Owner with the Hirer's Site Manager

8.2 All Operators or fitters must report on site to a Nominated Person. The name of the Nominated Person can be obtained from the Site Manager.

8.3 Any Plant delivered to or collected from site must have the clear and legible signature of the Project Manager or a Nominated Person on the Owner's transfer/service documents. Copies of these documents must be left with the Nominated Person or Project Manager. If the Owner is in doubt on the legibility of the signature, the Owner must ask the signatory to print his name above the signature.

8.4 Plant must be delivered to site with full fuel tanks. Charges for fuel will not be accepted by the Hirer as fuel tanks will be filled by the Hirer on request before the Plant is taken from site.

9. HANDLING OF PLANT

The Operator will be under the direction and control of the Hirer, but the Operator will remain the employee of the Hirer. The Owner will be liable for and indemnify the Hirer against all claims arising from the operation of the Plant where the Operator has acted negligently or contrary to instructions given by the Hirer.

10. DAMAGE AND DEFICIENCY

10.1 When repairs or alterations are carried out by the Owner, its servants, agents or any duly authorised repairers, they must hand to the Hirer's Nominated Person a signed report which clearly states that the repairs and/or alterations have been carried out and that the machine is in a safe and roadworthy condition. Where applicable Form 91 must be signed by a competent person.

10.2 Due to the complexities of VAT invoices relating to damage, deficiencies or repairs must not be submitted to the Hirer's Plant Manager from time to time. Repair charges for damage or deficiencies must not be submitted on a hire invoice or account.

10.3 If the damage or deficiency is of a major nature the Owner must contact the Hirer immediately and confirm in writing to the Hirer's Plant Manager with an estimate of the costs involved. The Hirer will then send one of its inspectors to carry out an "on the spot" inspection as soon as possible.

10.4 Any repairs of a minor nature carried out on site which are not considered by the Owner to be fair wear and tear must be signed by the Hirer's Nominated Person or Site Manager.

10.5 Any invoice for damage or deficiencies must be accompanied by a legible signed fitter's report.

10.6 When collecting Plant from site the Owner must ensure that all accessory items to the base unit are assembled and removed from site (e.g. hoses, starting handles, steels etc.) If any items are lost or have obvious damage, the Owner must record them on the Owner's collection ticket and obtain the signature of the Hirer's Nominated Person or Site Manager. The Hirer will not accept the Owner's invoices for loss or damage unless a legible copy of the signed collection ticket is attached to the invoice.

11. GENERAL

11.1 All correspondence from the Owner must show the Hire Order Number under which the Plant was hired.

11.2 All invoices/collection tickets, fitters reports must clearly show Plant Number and type.

11.3 If the Owner exchanges the Plant due to its condition or if any hire is terminated by the Hirer but the plant is retained on site, this information must immediately be confirmed to the Head Office of Parkstone Construction Limited together, where applicable, with details of any new agreements and plant numbers. Any change of agreements or plant numbers must be indicated to the Owner's invoices.

12. PROCEDURE FOR STANDING PLANT DURING INCLEMENT WEATHER

12.1 (A) Where short-term inclement weather prohibits the use of operated plant (i.e. Plant hired with an Operator), the Operator will be retained on site at the standard rate per hour for an Operator laid down by the National Wage fixing body concerned. No charge will be accepted for the Plant during standard periods.

(B) Where long-term inclement weather (e.g. heavy snow) prohibits the use of operated Plant all Operators will be returned to their depots and no charge of any nature whatsoever will be accepted by the Hirer.

12.2 Whether (A) or (B) above applies the following system will be used:

- The Hirer will notify the Owner that the Plant is off hire via the telephone and will indicate whether (A) or (B) applies. In the case of (B) the Hirer will notify the Owner whom the Plant is to be put back on hire
- In the case of (A), the recommencement date will be taken from the Operator's time sheet. The Hirer's Project Management will contact the Owner direct and arrange for the Operator to be on site.
- In the case of (B), if the Owner wishes to remove the Plant from site prior notice must be given to the Hirer.

13. THE HIRE PERIOD

13.1 Where Plant is hired without an operator then the hire period commences when the Plant arrives on site and terminates when the Owner is notified by telephone by the Hirer.

13.2 Where Plant is hired with an Operator and the Plant is driven under its own power to and from site, the hire period commences when the Plant leaves the Owners premises or other site where it may be and terminates on arrival back at such premises or other site in Great Britain where it is to be operated.

13.3 Where Plant is hired with an Operator but is not driven to and from site under its own power then the hire period commences when the Plant and Operator are available and ready for work on site and terminates when the owner is notified by telephone by the Hirer.

14. OFF HIRED PLANT

Without prejudice to any other of the Contract Terms under no circumstances will the Hirer accept any responsibility for loss or damage to off hired Plant after the expiry of three days from the date the Plant is off hired.

15. OTHER AMENDMENTS TO THE C.P.A CONDITIONS

15.1 Condition 14 and 24 of the C.P.A Conditions will be amended to the extent that the Hirer will not be required to give notice by writing, a telephone call being sufficient.

16. INTERPRETATION ETC

16.1 The Hire Contract shall be construed and operate in accordance with English Law.

16.2 The headings in this Agreement are for reference only and shall not affect the meaning of anything contained herein.