

1. AVAILABILITY & NOTICE

The equipment and personnel are offered subject to availability at the time of hire. We require adequate notice of your requirement so that we can provide the correct equipment. We reserve the right to supply alternative craneage 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.

2. 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.

3. CONDITIONS OF HIRE

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

4. VALIDITY

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

5. ROAD RESTRICTION 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 on the initial arrangement has been made.

6. AUTHORITY TO WORK

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 obstructions and/or 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 hirer's ultimate responsibility to ensure that the necessary authorities are obtained. In the London area, the Local Authorities/Police often require us to attend a meeting to arrange this on the hirer's behalf. In other areas it is the hirer who must obtain permission.

In some cases as much as twelve weeks' notice is required for a complete road closure.

Road restriction permits are issued when applicable, specifying set 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 to 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.

In many city areas, local authorities may place 'local' restrictions for hours worked or access to/egress from site with regard to environmental health (noise) requirements.

In line with the CAA recommendations contained in 'Guidance to crane users on aviation lighting and notification (CAP1096)', for ad-hoc crane hires, the hirer is responsible for making contact and registering, using the Notification Form DAP1924 not later than 5 working days in advance to the CAA.

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.

7. GROUND PREPARATION AND ACCESS

The hirer is responsible for ensuring that the ground or other surface, including the site and the site's access road or track can provide proper support to withstand the loads that the Contract Equipment exerts during working, erection, dismantling and travelling in accordance with the C.P.A Terms and Conditions.

The Hirer acknowledges that the threshold of site will be the point where the machine departs the main public highway until its full and safe return onto it. For such times when a crane must leave the main Public Highway and travel along single carriageway class routes to access the Hirers site, the Hirers should be aware that they are responsible for the safe Access and Egress of all cranes and/or associated ancillary equipment along such routes from the Main Public Highway to the Hirers site entrance and in addition, must satisfy themselves that such roads are capable of withstanding axle loadings of machine specified in the quotation.

The hirer is responsible for all ground preparation that may be necessary including the provision of suitable hard standing for the crane at all times when on site.

8. BS71212 'SAFE USE OF CRANES'

The hirer's attention is drawn to such parts of the 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 and supply the appointed person to control the lifting operation, the owner will upon request be pleased to re-tender for the work under Terms and Conditions appropriate to the provision of contract lifting services as distinct from the provision of cranes on hire.

9. SUB CONTRACT OF CRANE AND OPERATOR

- 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 Southern Cranes and Access Limited and to ensure that they arrive on site with the necessary documentation.
- 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.
- 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

10. 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 continued booking.

Cancellation must be notified in writing as per the following:

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 Southern Cranes and Access Limited and to ensure that they arrive on site with the necessary documentation.

Cranes from 0te to 89te must be cancelled by 12:00pm on the preceding workday (weekdays not weekends).

Cranes from 90te to 129te must be cancelled one full day or 24hrs (weekdays not weekends) prior to the planned onsite arrival on the hire commencement.

Cranes from 130te to 199te must be cancelled two full working days (weekdays not weekends) prior to the planned onsite arrival on the hire commencement.

Cranes 200te and above must be cancelled three full working days (weekdays not weekends) prior to the day of the hire commencement.

Mobile Tower Cranes must be cancelled two full working days (weekdays not weekends) prior to the planned onsite arrival on the hire commencement.

Any cancellations received after the above notice periods or at the weekends will be subject to a charge of 2/3rds (two thirds) of the contract value.

Any cancellation made on the morning of the hire will be charged at the full contract price, and this will also include refusal to accept the crane onsite or access to it.

Any cancellation or postponement of a hire made during a rolling (ongoing) hire contract will be charged at the full contract price (also see standing charge) if not cancelled by the notice periods listed above.

11. STANDING CHARGE.

If any Southern Cranes and Access Limited, crane and/or equipment is stood down on site, we reserve the right to remove the equipment from site and return it when required (for example, where a contract requires equipment on-site for weekdays but not weekends, we reserve the right to remove the crane from site for the weekend)

Should the site require the equipment to remain on-site during the "standing time", then Southern Cranes and Access Limited reserves the right to make a charge for this at the prevailing daily hire rate for this period

12. INSURANCE

Unless otherwise agreed, and confirmed in writing prior to the hire, you are responsible for providing the appropriate 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, Southern Cranes and Access Limited cannot be held liable for any claims.

13. WAGE AGREEMENTS

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

14. 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.

15. OVERTIME

Overtime is chargeable as per the following:

Monday to Thursday	Prior to 08:00am and after 16:30pm
Friday	Prior to 08:00am and after 15:30pm
Saturday and Sunday	All Day

The overtime rates are calculated based on the recommend 39hr working week as per the Working Time Directive.

16. 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.

17. 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 other complaints regarding the quality of service provided by Southern Cranes or its staff **must** be made in **writing** within 14 days of receipt of the invoice. Any other complaints regarding the quality of service provided by Southern Cranes 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

18. TERMS OF PAYMENT

If credit is authorised by Southern Cranes, then payment is due strictly 30 days after the date of invoice.

- Any invoice query must be made in writing within 14 days of receipt.
- The company will be entitled to interest on any overdue amounts at the rate of 2% per month calculated pro-rata 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.
- Interest will be due and payable forthwith on demand.
- 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 this clause including, but not limited to, the payment of agency or 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.
- If any invoice is not paid by its due date, all other invoices will become payable immediately.
- Except with specific written 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.
- The laws that govern and regulate any contract shall be those of the country in which the contract is made.
- In the event of the hirer becoming insolvent or entering into any voluntary arrangement with its creditors then any agreement shall be forthwith terminated.

If credit is not authorised, payment is due **before** work is undertaken.

19. V.A.T.

We will assume that you, the hirer, is an End User for the purposes of section 5 5 A VAT Act 1994 reverse charge for building and construction services and we will charge VAT at the rate prevailing at the time of invoicing unless you inform the company otherwise.

20. PROTECTION OF INFORMATION (DATA USAGE & RETENTION)

These terms and conditions should be read in conjunction with our Data Protection Policy Statement found at <https://www.southerncranes.co.uk/important-documents.php>; and our meeting with our obligations under the Data Protection Act 2018. You consent to:

- the collection, processing and use of your personal information for the purpose of creating products and/or services that may meet your needs; administration of our obligations in terms of any agreement you have with us, processing orders and/or applications submitted by you and for related legal and operational reasons;
- the sharing of your personal information with our other entities, employees, agents, subcontractors and affiliates on condition they will keep such information private and confidential; and;
- the retention of such information in terms of applicable legislation.

you warrant the accuracy and completeness of all personal information supplied to us by you and undertake to immediately advise us of any changes to such information

21. C.P.A CONDITIONS

The above SCA Crane Hire and Contract Lift Services General Conditions are to 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, as well as any supplementary conditions relevant to the hire, which are available on request or from our website at <https://www.southerncranes.co.uk/important-documents.php>.**