

These Conditions are intended to raise the awareness of the Customer's responsibility when requiring a concrete pumping operation; and, to define contractually the extent of the Owner's and Customer's responsibilities between themselves.

Customer's Responsibilities

1. Bookings

Confirmation of a provisional booking must be made by the Customer no later than 12 noon the day before the proposed hire date. The Owner reserves the right to allocate the pump to a confirmed booking as opposed to a provisional booking. No further notice will be given. The Owner shall have no liability to the Customer in respect of any consequential losses.

Cancellation of a confirmed booking must be made by 10.00 am the day before the hire date. In the event of the cancellation of a confirmed booking after that time the Customer will be charged the minimum hire rate in accordance with the pump ordered.

If the Contract specifies a particular type of Pump, the Owner reserves the right to supply a suitable alternative Pump to that specified. Acceptance of the Pump on site shall be acceptance of the variation of the Contract in respect of the Pump supplied and the Owner shall have no liability to the Customer in respect of that variation.

The Customer's order is accepted on the basis that he will book his requirements daily in accordance with such arrangements as may from time to time be agreed between the Owner and the Customer. One clear Working Day's minimum notice of cancellation is required, and the Owner reserves the right to charge the Customer for any loss incurred due to insufficient notice being given. While placing the order for hire, the Customer has a duty to inform the Owner in writing of the specification of the whole job in particular the depth of the concrete fill where any workers may be committed to standing and working.

2. Safety

The Customer will be responsible for securing a safe area for the pumping operations and subsequent surrounding area that may be affected by the pumping operations. The Customer will establish a safe system of work and provide a copy of their Method Statements to the Owner. The Customer for Health and Safety reasons will provide a competent person who will assist the driver when the mixer lorry enters, traverses, or leaves the site.

The Customer shall be fully liable to the Owner for any damage to the Pump 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.

3. Material Supply

The Customer is solely responsible for the concrete specification and the provision of a suitable and sufficient supply of concrete of a consistency, which is readily pumpable at a suitable rate. The Customer shall be responsible for informing the Owner of the strength of the concrete mix, nature and extent of any additives that may be incorporated into the concrete. The Owner accepts no responsibility for delays in output arising from the Customer's failure in this respect. The Customer is also solely responsible for ensuring that the concrete supplied is of a quality and strength suitable and sufficient for the Customer's purposes. The Owner may wish to suggest a supplier to the Customer, but this does not mean the Owner endorses or guarantees this suppliers products or supply chain and the Owner is not responsible for any shortcomings.

Any concrete blockage or chock either within the Pump machine or pipeline will not be construed as a breakdown and are the responsibility of the Customer.

4. Operation Management

The Customer shall allow the pump to arrive on site up to sixty minutes before it is ready to commence pumping and to allow up to sixty minutes after it has ceased the pumping operation to de-rig, wash out and prepare for travel. These periods of time will be charged at the working rate as agreed.

Concrete shall not be delivered to site until such time as the Pump operator deems that he is ready to commence pumping operations.

If the Pump is delayed in leaving the site, which is outside the Owner's control, this period will be charged at normal working rate to the Customer.

The Customer will be fully responsible for the management of the entire pumping operation in accordance with the terms of the Contract.

The Customer shall provide at their own expense and shall ensure that a competent Supervisor attends the beginning, throughout and at the end of the pumping operation to assist the operator.

All times quoted by the Owner for the arrival of the pump at the Customer's premises or site are approximate and, in this respect, time shall not be of the essence and no claim of any nature will be accepted in respect of this.

The Customer shall ensure that enough competent labour is made available to assist the operator to prepare the pump for leaving the site of operations at the completion of pumping.

The Customer shall provide a competent person to sign any delivery docket presented in respect of the delivery of any concrete and/or materials pertinent to the pumping operation.

The Customer will be responsible for the cost of any tyre damage or puncture that occurs on the site of operations.

The Customer will be responsible for the replacement cost of any ancillary equipment (pipes, clips etc.) damaged or lost during the period of hire of the pump and equipment.

The Customer will be responsible for all the costs involved in recovering and subsequent damage caused should the pump be unable to leave the site due to ground conditions or any other reasons outside the control of the Owner or operator.

5. Facilities

The Customer shall provide the following facilities without charge to the Owner for such times as is reasonably required during the Hire Period:

Cement for grouting the pipelines at the rate of 50kg per 25 metres between the Pump and the point of discharge.

An adequate piped water supply at the Pump position.

Temporary lighting at the Pump position and along the pipeline when required.

A suitable container or area to discharge any waste or surplus materials including facilities for washing out the Pump and adequate assistance in cleaning any spillage. If this is not provided the Owner shall be entitled to discharge surplus materials and clean off waste within the boundary of the site of operations and the Customer will be fully responsible for its removal and any damage caused by this process.

That sufficient competent labour is made available to assist the Operator prior to pumping, during pumping and on completion of pumping; and if necessary when the pump leaves the site of operations.

Any additional labour required in respect of pipeline erection or dismantling.

Suitable supports for pipelines and anchorage points for vertical pipelines.

All access scaffold and ladders necessary for the safe and proper execution and progress of the work.

The Owner has not included the cost of providing, erecting or moving any necessary scaffold.

6. Payment

Non-Account Customers: Customers who do not have an agreed credit account set up previously with the Owner will be required to make payment in advance when the hire order for the pump is placed. The first, advance, payment will comprise of the minimum hire charge which is the first hour of time spent on site and an additional previously agreed travelling charge. The second part of the payment for the same order will be made immediately on completion of the works. The second part of the payment comprises of any time taken, charged at the agreed hourly rate, over and above the first hour and is calculated to the nearest half hour.

Account customers: Credit terms are 30 days from the end of the month in which the invoice is issued by the Owner. All payments must be received before the 15th day of the month in which the invoice is due. Notification of any disputes must be made by writing within 7 days of the date invoice, time being of the essence.

All customers: The Owner reserves the right to charge interest on all outstanding monies outside the agreed terms. Interest and compensation will be claimed under The Late Payment & Commercial Debts (Interest) Act 1998. Interest will continue to accrue up to date of settlement.

7. Insurance

The Customer shall take out and maintain insurance against all liabilities they might incur under the Contract. The Owner reserves the right at any reasonable time to require confirmation that the Customer is complying with their insurance obligations.

8. Control of quantity

Unless otherwise agreed the quantities of concrete pumped by the Pump shall be assessed by the reference to its supplier's delivery dockets and to the quantity of concreting materials used by the Customer and to the mix-proportions on which the Customer has based his production of concrete. Where assessment is made by reference to mix-proportions the Customer shall afford the Owner all such facilities as the Owner may reasonably require for the verification of quantities of material used and of the accuracy of the mix-proportion figures.

RESPONSIBILITIES OF OWNER

The Owner shall be responsible for compliance with his own codes of best practice and take measures to ensure his operators and auxiliaries have received the necessary training and experience to operate their plant and machinery in a safe manner.