

TERMS AND CONDITIONS FOR THE HIRING OF PLANT

1. Definitions  
"The Hirer" 7 Kirkshaws Road, Coatbridge, ML5 5EY Company  
No. SC202412(SPL Powerlines UK Limited)  
"The Supplier" means the person or company with whom the Hirer has placed the contract
  2. These conditions shall constitute the entire agreement between the Hirer and the Supplier and will replace any previous agreement (including but not limited to all negotiations, ITTs, quoted prices, instructions to proceed, purchase orders, previous agreements, call-off instructions and correspondence) between the Hirer and the Supplier
  3. Terms are CPA Model Conditions for the Hiring of Plant amended and added to as per this order, along with all requirements as specified by the Hirer provided always that conditions embodied in this order shall take precedence.
  4. No increase in prices shown on this order will be allowed unless notified and authorised by the Hirer or his representative. The Hirer reserves the right to cancel any order wherein the price is not agreed or authorised.
  5. All equipment supplied must comply with the provisions of the Safety, Health and Welfare Regulations and such will be deemed safe to work with.
  6. All plant and equipment supplied must be in good working order with silencers, exhausts and covers fitted. Plant noise levels must be provided or provided on a plate fixed to the equipment. Leaking plant will not be allowed on site. All plant supplied should have a pollution spill kit on board and drips trays should be provided for small plant. Any plant supplied with an operative should have the operative trained in spill kit use and disposal. All materials remaining from service operations e.g., Oils, Tyres, Filters etc., must be taken away by the service engineer. Any leaks or spills caused by plant or machinery when no spill kit is provided will be cleaned up by the Hirer and charges made for full recovery of costs and time. All fuel bowers and tanks should be double skinned.
  7. Test Certificates and Inspection Forms relevant to any Plant Equipment or Lifting Gear supplied against this order must be provided on site at the time of delivery of the equipment.
  8. One copy of the Spare Parts Catalogue and one copy of the Operators/Maintenance Manual shall be dispatched with the machine where appropriate.
  9. The Supplier shall ensure that Operators provided with operated plant are properly qualified and competent to carry out the task for which they are responsible
  10. Not Used.
  11. The Supplier is required to ensure that adequate and appropriate security facilities are included within all equipment provided, without prejudice to the foregoing generality, battery fixing, canopy and door locks and window protection.
  12.
    - 12.1 The Supplier shall comply with the Hirer's Safety Policy operated on the site by the Hirer and shall co-operate with the Hirer to enable him to carry out his Statutory Duties.
    - 12.2 All Supplier operatives and staff engaged by the Supplier for work on site shall attend the Buyers safety induction session before commencing work on site.
    - 12.3 The Supplier shall provide (at his cost) all his operatives and staff with the appropriate personal protective equipment to comply with the relevant British Standard. Failure to provide the appropriate personal protective equipment will result in the Suppliers employees not being allowed to work on site.
  13. Timesheets signed by the Hirer's Project Manager or Representative shall always accompany operator included invoices.
  15. The Hirer operates an Alcohol and Drugs Policy which is to be adhered to by the whole of the supply chain.
  16. The Hirer recognizes his operations directly impact on the natural and human environment. The Hirer aims through his Environmental Policy to continually assess the environmental implications of his activities and to actively seek the co-operation of all parties associated with these works and all its employees in minimizing adverse effects. The Hirer has developed an Environmental Management System which meets the requirements of ISO 14001. This will require the Supplier to develop and implement systems which promote the sustainable use of materials.
  14. Payment Terms are monthly account following receipt of invoices in duplicate received by the 7th of each month
  17. The Supplier represents, warrants and undertakes to the Hirer that in carrying out its responsibilities these conditions, it shall at all times comply with all applicable local and international laws. In particular, neither it nor any of its officers, employees, directors or agents shall, directly or indirectly offer, promise, pay or give, or authorise any offer, promise, payment or gift of, money or anything else of value to any person, including any public official or Ultimate Customer, either as an improper inducement to make, or as an improper reward for making, any decision favourable to the interests of the Hirer or the Supplier.
  18. The Supplier shall:
    - 18.1.1 comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
    - 18.1.2 not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
    - 18.1.3 comply with the Hirer's anti-bribery and anti-corruption policies as published and updated by the Hirer from time to time;
    - 18.1.4 have and maintain throughout the term of these conditions its own anti-bribery and anti-corruption policies and procedures, including but not limited to adequate procedures to ensure compliance with the Bribery Act 2010 and the Hirer's anti-corruption policy and will enforce where appropriate;
    - 18.1.5 immediately notify the Hirer if a foreign public official becomes an officer or employee of the Supplier or requires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no public officials as officers, employees or direct or indirect owners at the date of these conditions);
    - 18.1.6 ensure that all persons associated with the Supplier or other persons who are performing services or providing goods in connection with these conditions comply with this paragraph 18.
  - 18.2 The Supplier warrants and represents that at the time of entering into these conditions it has not and none of its officers, employees, agents, representatives, subcontractors, consultants, or other persons acting with the authority of the Supplier have done anything that would have placed it or them in breach of the obligations at paragraph 18.1 above.
  - 18.3 The Supplier shall comply with all applicable anti-bribery and anti-corruption legislation including, without limitation, the Bribery Act 2010 and any applicable European Union Directives. The Supplier shall also comply with the Hirer's and Employer's codes and policies on business ethics, interests in transactions and corporate hospitality, and any updates thereof. Any breach of this clause shall be deemed a material breach under these conditions.
  - 18.4 The Supplier shall maintain and enforce its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with all applicable anti-bribery and anti-corruption legislation and European Union Directives. Adequate procedures shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act).
  - 18.5 The Supplier shall use all reasonable endeavours to ensure that all persons associated with the Supplier (as defined by section 8 of the Bribery Act 2010) including any sub-subcontractors and suppliers comply with this paragraph 18.
  - 18.6 Failure by either party at any time to enforce any provision of these conditions against the other shall not be construed as a waiver of such entitlement and shall not affect the validity of these conditions or any part or parts hereof or the right of the relevant party to enforce any provision in accordance with its terms. The rights and/or remedies of either party may only be waived by formal written waiver which is signed by a duly authorised representative of the party waiving its rights and which makes express and unequivocal reference to the waiver being made pursuant to this paragraph.
20. These conditions and any non-contractual obligations in connection with these conditions are subject in all respects to English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.