

# REILLY

## CONCRETE PUMPING LTD

### Terms and Conditions

1. The Owner operates in accordance with CPA Model Conditions for the Hiring of Plant (With effect from July 2011)
2. The Owner operates in accordance with CPA Supplementary Conditions for Concrete Pumping 2011
3. The customer shall provide at their own expense, and ensure that a reasonable competent supervisor is in attendance at the beginning, throughout and at the end of the pumping operation to assist the operator.
4. All times quoted by the company for the arrival of the pump at the hirers 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 thereof.
5. The hirer shall ensure the sufficient competent labour is made available to assist the operator to prepare the pump for leaving the site of operations at the completion of pumping.
6. The hirer will be responsible for securing a safe area that involves the pumping operations and subsequent surrounding area that may be effected by the pumping operations.
7. Confirmation of a provisional booking must be made by the hirer 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 Hirer in respect of any consequential losses.
8. 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 the aforementioned time the Hirer will be charged the minimum hire rate in accordance with the pump ordered.
9. The hirer will be responsible for the cost of any tyre damage or puncture that occurs on the site of operations.
10. The Hirer 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.
11. The Hirer 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.
12. In the event that 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 Hirer in respect of that variation.
13. When a hire charge is paid in advance the minimum hire cost will be made. On completion of hire any additional monies owed will be payable immediately. Where payment has been made by debit/- credit card this charge will be processed without further notice.
14. Credit terms are 30 days from the end of the month in which the invoice is issued by the Owner.
15. All payments must be received by the 15th of the month in which the invoice is due.
16. Notification of any disputes must be made by writing within 7 days of the date invoice time being of the essence.
17. The Owner reserves the right to charge interest on all outstanding monies outside the agreed credit 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.