

Terms & Conditions of Hire

1. Offer

This offer is valid for 30 days from the date of this quotation and will be subject to availability and a site inspection prior to delivery. VAT must be added at the standard rate.

2. CPA Conditions

All Skyline Arcomet Ltd plant is hired under the CPA model conditions for hiring plant (2011), including the supplementary conditions applicable to Tower Cranes (Industry Terms) all available on request. These Terms are supplemental to the Industry Terms.

3. Hire Period

Should the hire period fail to meet the original minimum hire period quoted for, we will reserve the right to review the machine rate and may back date charges from when hire commenced, including changes to the original erection and dismantling costs. Furthermore, if the hire period exceeds 8 weeks over the originally stated duration, we will also reserve the right to review all charges. If an extension of the original hire period is required, this request must be made in writing to this office at least 8 weeks prior to the end of the original agreed hire period. Such requests will be dealt with as quickly as possible.

4. Off Hire Notice

Please be advised that as per your CPA agreement, if your crane is not subject to a road closure or traffic management, we require one weeks' notice for off-hiring. We would like to point out that this does not guarantee a dismantle date within this period. Dismantle dates are subject to labour availability and would need to be booked at least 8 weeks in advance for mid-week dates and possibly even earlier should a weekend date be required.

5. Notice of Termination of Hire

For the purposes of clarity and notwithstanding the notice period outlined in the main contract, it should be clearly understood that the required period for the termination of hire will depend on any impediment regarding access to the tower crane. For example, if a road closure is required then the necessary notice for the termination of hire will reflect the amount of notice required to affect the closure.

6. Tower Crane Base - Fixed

It is the hirer's responsibility to design, provide and install suitable base foundations as required, all in accordance with the manufacturer's specifications and loadings. Site management are to liaise with Skyline Arcomet Ltd regarding the delivery date of any expendable crane base (Fixing Anchors). Please note 14 days' notice is required. The positioning and fixing of these items are the responsibility of the client as well as the offloading of them from our transport. Your attention is particularly drawn to the fact that these angles are heavy, and some means of mechanical lifting may well be needed to handle them. It is the responsibility of site to ensure that the base is correctly positioned and to ensure sure it is plumb and level +/-2mm.

7. Tower Crane Base - Cruciform

It is the responsibility of the hirer to ensure that the base pad is designed and constructed in accordance with the manufacturer's specifications and loadings. The hirer must ensure that the base is level. If any shims are required, these can be supplied by Skyline Arcomet Ltd at additional cost.

8. Tower Crane Base – Travelling

In the case of rail mounted tower cranes, it is the responsibility of site to ensure the off-loading and laying of rail track on the prepared base ensuring that the track is levelled and within gauge tolerances of +/-2mm.

9. Tower Crane Mast Sections

Please note that it is the responsibility of the client to ensure that the mast sections of the crane remain in a reasonable condition and free from concrete and any other construction materials during the hire period. Should the mast sections be returned in a contaminated state, Skyline Arcomet Ltd reserve the right to charge for the cleaning of, and if necessary, the repainting of the affected sections.

10. Erection and Dismantle

Power must be available in a fused isolator box supplied by the client on the day of erection adjacent to the crane base.

It is the responsibility of the site to ensure that there is adequate hard standing provided to support the outrigger loadings of the mobile crane used for erection and dismantle. The hirer is to make suitable preparation so that the ground on which the mobile crane and transport will travel or on which it will work is substantial enough to support the forces imposed on it by the wheels and jacks of the plant. These forces will be given to the site prior to the commencement of our works and written confirmation that the above preparation has been done must be confirmed to this office.

As a result of new restriction on the movement of mobile cranes it should be noted that access to site must be provided before 06.00 on the morning of an erection or dismantling operation and permission to move the crane off site at the end of the day must be given after 20.00 hrs at night. If access or egress is not allowed within these time periods then a full day's charge for the mobile crane will be levied if, effectively, the crane is "trapped" on site because of the new regulations.

All major site works, and deliveries must be kept to a minimum during the erection and dismantling operations and confined to areas outside of the erection/dismantling exclusion zone. Transport, erection and dismantling prices are based on standard weekday working with clear access to within 15 metres of the base of the tower crane unless otherwise stated within the crane specification/pricing section. All rates quoted assume that there are no environmental restrictions imposed on the working hours for the mobile cranes, labour and transport. Any such restrictions must be notified to this office in writing. Unless specifically stated within the crane specification/pricing section, one day for the mobile crane has been allowed for erection and dismantling purposes.

Please be aware that should site wish to cancel either the erection or dismantling of the tower crane, we will require 48 hours' notice to avoid any charges for late cancellation of transportation and mobile craneage. This will need to be sent to the office in writing clearly stating reasons for cancellation. Please note that emailed notification is perfectly acceptable in this instance. Should the 48-hour notice period not be adhered to, please be advised that there will be cancellation charges applied.

11. Bank Holidays

Only the machine rate will apply during statutory holiday periods

12. Operator and labour information

Unless otherwise stated, operator bonus payments have not been included in the quotation, with these being solely at the discretion of the site. Should an operator's bonus be included on their weekly time sheet we will add a 15% surcharge to cover employees NIC.

Minimum working hours will be chargeable as follows:

Monday - Sunday: 10 hours (Unless stated otherwise)

13. Road Closures & Traffic Management Fees

No allowance has been made for council permit fees or traffic management fees unless stated otherwise. The cost of local authority fees incurred obtaining road closures and/or traffic management, will be rechargeable to the hirer including an additional 15% handling charge Skyline Arcomet Ltd has not, under this contract, allowed for traffic management, traffic marshals, road closures or liaison with any public or private bodies that may be required in advance of or during erection, dismantle or climbing operations. Skyline Arcomet Ltd may be able to provide this service however this shall be strictly subject to a separate, standalone quotation/contract.

14. Delays

Please refer to the CPA Conditions for details of idle time while working. Delays that occur during erection and dismantling that are beyond our control will be charged at day work rates unless otherwise specified. Inclement weather conditions are classed as being beyond our control.

15. Regulations

The crane is hired on the understanding that it will be used in accordance with the requirements of the construction lifting operation and lifting equipment regulations (LOLER) 1998.

16. Payment Terms and Invoicing Procedure

If credit is granted, the hirer must stay within the limit given at all times. Invoices are issued monthly, and our payment terms are strictly 30 days net from tax point. When hiring both machine and operator, we will invoice exactly as per the information contained within the operator's time sheet. It is the hirers responsibility to ensure that all time sheets are accurate and duly signed on time by an authorised site representative.

All rates quoted are based upon current market rates and may be subject to review and revision at the sole discretion of Skyline Arcomet Ltd.

The provision of all items quoted is subject to site survey and the availability of the relevant equipment.

Should additional mobile crane mats be required for erection, dismantle or climbing operations then these will be chargeable at cost plus 15%

17. Hirer to provide

- A suitable certificated base foundation designed to the relevant British Standard, including all works, labour and material.
- Clear and suitable access, plus hard standing for mobile cranes and transport.
- A 3-phase power supply to the base of the machine, terminating in a switched fused isolator to be available on day 1 of our operations.
- Please note that the crane will require an industrial, motor-rated specification, variable RCD protective device with a range from 0-300ma minimum with a time delay variation of 0-0.5 seconds.
- A clean independent earth for the purposes of lightning protection, is to be provided at the base of the crane and must not exceed 10ohms of resistance to earth. This should be flexible and of suitable length, terminated for attachment to the base of the tower on the first day of erection.
- All risks insurance cover

18. Environmental

No allowance has been made for any environmental restrictions. This includes but is not limited to; restrictions on working hours during erection, dismantle or climbing operations, physical obstructions, ground conditions or any matters arising out of or in connection to adjoining owners (including but not limited to party wall or over sailing).

Supplemental Wording Applicable to Climbing Operations

1. The Hirer shall ensure that the structure that the crane is being tied to is suitable and capable of taking the loads required of it. Confirmation of this must be given in writing by the Hirer to Skyline Arcomet Ltd in advance of the operation taking place.
2. The Hirer shall at their cost ensure that the standard vertical face fixed tie brackets supplied by Skyline Arcomet Ltd (excluding bolts / fixings) are fitted to the structure in advance of the operation taking place. For the avoidance of doubt provision of bolts / fixings and any structural works beyond the limit of the standard vertical face fixed tie brackets is the sole responsibility of the Hirer. The Hirer is to provide clear unobstructed access to the tie brackets and pins during both installation and removal of the tie legs & brackets.
3. The final climbing sequences not yet known as such the prices quoted for climbing are currently based on assumptions. Once the climbing sequence is finalised Skyline Arcomet Ltd reserves and retains at their sole discretion the right to re-quote this element of works.
4. This quotation does not include for the supply of mast strengthening kits, once the final climb sequence has been determined, and if required these will be quoted under separate cover.
5. Each climbing operation is priced on attendance in one continuous operation which would include the installation & removal of the climbing frame. Should you wish us to attend in the days prior to or after completion of the operation to install or remove the frame then additional costs would apply at the applicable day work rates given.
6. Collars & Tie leg pricing is based on a maximum length of 5m. Should the length of the tie legs exceed 5m STCS reserve the right to re-quote for any additional works associated with the provision of non-standard tie legs.
7. Our quotation excludes the installation and removal of the tie anchor brackets on site, which is the responsibility of the Hirer.

Data Protection

1. In accordance with these Terms Skyline Arcomet Ltd will provide you with an operator for the crane.
2. To carry out the parties' obligations under this agreement, Skyline Arcomet Ltd will need to provide personal data to the Hirer in respect of the operator.
3. For the purposes of these Terms, Skyline Arcomet Ltd is the Data Controller and the Hirer is the Data Processor.
4. Controller, Data Controller, Processor, Data Processor, Data Subject Personal Data, Processing, and appropriate technical and organisational measures have the meaning as set out in the Data Protection legislation (defined below).
5. Both parties will comply with all applicable requirements of any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation and to the extent that the law of the European Union has legal effect in the UK, the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy (Data Protection Legislation).
6. The Data Processor agrees to process the Personal Data of the Data Subject provided to it under these terms in accordance with the Data Controller's written instructions as set out in this quotation or as otherwise agreed by the parties.
7. Without prejudice to the generality of clause 25 the Data Processor shall, in relation to any Personal Data processed in connection with its obligations under this quotation:
 - a. process that Personal Data only on the written instructions of the Data Controller unless the Data Processor is required by Applicable Laws to otherwise process that Personal Data. Where the Data Processor is relying on the laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Data Processor shall promptly notify the Data Controller of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Data Processor from so notifying the Data Controller.
 - b. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Data Controller, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result

from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- c. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - d. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Data Controller has been obtained and the following conditions are fulfilled:
 - the Data Controller or the Data Processor has provided appropriate safeguards in relation to the transfer.
 - the Data Subject has enforceable rights and effective legal remedies.
 - the Data Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - the Data Processor complies with reasonable instructions notified to it in advance by the Data Controller with respect to the processing of the Personal Data.
 - e. assist the Data Controller in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulator.
 - f. notify the Data Controller without undue delay on becoming aware of a Personal Data breach.
 - g. At the written direction of the Data Controller, delete or return Personal Data and copies thereof to the Data Controller on termination of the agreement unless required by Applicable Law to store the Personal Data; and
 - h. Maintain complete and accurate records and information to demonstrate its compliance with clause 27 and allow for audits by the Data Controller or the Data Controller's designated auditor.
- 8.** The Data Controller does not consent to the Data Processor appointing any third-party processor of Personal Data under this agreement. Where the Data Processor wishes to appoint a third-party processor, it will only do so if:
- a. the Data Processor has informed the Data Controller of the third-party processor it wishes to appoint.
 - b. the Data Controller gives its written consent to such an appointment; and
 - c. the Data Processor confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this agreement or as may otherwise be agreed by the parties.
- 9.** The Data Processor shall remain fully liable for and shall indemnify the Data Controller against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Data Controller which are incurred in connection with the Data Processor's processing under this agreement.
- 10.** The Data Controller may, at any time on not less than 30 days' notice, revise this agreement by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).