



Pump Hire Standard Terms and Conditions

Preliminary

1. The conditions shall apply to and shall be incorporated in any contract based on or arising out of the tender. The person, firm or company issuing the tender is hereinafter referred to as “The Company”. No representative, employee or agent of the Company has any authority to add or vary these conditions. No other conditions or warranties shall be implied or deemed to be incorporated into the contract. The person, firm or company, placing an order or accepting a pumping service, pursuant to the tender is hereafter referred to as the Customer.

Responsibility of the Customer

2. The Customer is solely responsible for the provision of a supply of concrete of a suitable consistency, to readily pump at a suitable rate and shall be responsible for informing the Company of the nature and amount of any additive incorporated in the concrete. The Company cannot accept any responsibility for delays in output arising from failure in this respect. The Customer is also responsible for ensuring that the concrete supplied is of a quality and strength suitable and sufficient for his purpose.
3. The Customer shall provide the following facilities without charge to the Company:
 - a. Cement for grouting the pipelines at the rate of 50kg per 20 metres between the pump and the point of discharge.
 - b. An adequate piped water supply at the pump position.
 - c. Temporary light at the pump position and along the pipeline when required.
 - d. Facilities for washing out the pump and adequate assistance in clearing any spillage.
 - e. Any additional labour required in respect of pipeline erection.
 - f. Suitable supports for pipelines and anchorage points for vertical pipelines.
 - g. All access scaffolding and ladders necessary for the safe and proper execution and progress of the work. The Company have not included the cost of providing, erecting or moving any necessary scaffolding.
4. The Customer shall provide and clearly indicate to the Company.

- a. A safe and proper route from the metalled highway to the point where the pump is to operate.
 - b. A suitable firm and level hardstanding at such point.
 - c. Suitable points where the pumps pipeline is to be set up. The Customer shall indemnify the Company, (both for itself and as agent and trustee for the operator), against any damage to the pump or loss suffered by the Company or the operator which may result from failure to comply with this condition.
5. The Customer's attention is drawn to the fact that the Company requires up to 60 minutes at the beginning and end of a pumping operation to set up, derig, wash out and prepare for travel. Unless otherwise agreed in writing:
 - a. The Customer shall be prepared to allow the pump to arrive on site up to 60 minutes before it is ready to operate and allow it to leave site up to 60 minutes after it has ceased to operate.
 - b. This period of time shall be charged for at the working rate.
6. The Customer shall be responsible for the compliance with building (Safety, Health and Welfare) regulations and with all other Government, Local Authority and any other regulations for the time being in force relating to the works being carried out by him / her.
 - a. The Company shall be responsible for the compliance with the Advisory code for safety in concrete pumping issued by the British concrete pumping association as from time to time in force.
7. Subject to the provisions of clauses 9, 11 and 12 below, the Customer shall make good to the Company all loss of or damage to the pump from whatever cause the same may arise, fair wear and tear expected and shall fully and completely indemnify the Company in respect of all claims by any person whatsoever for injury to person or property caused by or in conjunction with or arising out of the use of the pump, and in respect of all costs and charges in connection therewith whether arising under statute or common law in accordance with the unfair contract term act 1977. The Company shall remain liable for claims for death or personal injury resulting from the negligence of the Company.
8. The Customer shall not repair the pump without the written authority of the Company.
 - a. The Customer shall be responsible for all expenses involved, arising from any breakdown and all loss or damage incurred by the Company due to the Customers negligence, misdirection or misuse of the pump, whether by the customer or his agents.
9. If the Company's pump is involved in any accident resulting in injury to persons or damage to property, immediate notice must be given to the company and confirmed in writing and in respect of any claim not within the Customers agreement for indemnity, no admission, offer, promise of payment or indemnity shall be made by the Customer without the Company's consent in writing.
10. Without prejudice to his liability to indemnify the Company, the Customer shall effect and keep in force policies of insurance against his liabilities under the contract in respect of personal injury or death and in respect of injury or damage to property. As and when they are reasonably required to do so by the Company, the Customer shall produce for inspection by the Company, documentary evidence that such insurances are in force and are properly maintained.

Responsibility of the Company

11. The Company shall supply a person competent in operating the pump (herein called the Operator) and such a person shall be under the direction and control of the Customer. The Operator shall for all purposes in connection with his employment in the working of the pump be regarded as the agent of the Customer and whenever the Operator is acting under the direction or control of the Customer then the Customer alone shall be responsible for all claims arising in connection with the operation of the pump by the Operator. The Customer shall not allow any other person to operate the pump without the Company's previous consent in writing.
12. No allowance will be made to the Customer for any stoppage due to a breakdown of the pump caused by the pump being defective, caused by wear and tear or for any running repairs in accordance with the terms of the contract.
 - a. Subject to the provisions of clause 8 above, the Company will be responsible for the cost of repairs to the pump involved in breakdowns and will bear the cost of providing spare parts.
13. No claims will be admitted (other than those allowed for as herein provided) for stoppages through causes outside the Company's control, including bad weather or ground conditions, nor shall the Company be responsible for the cost or expenses of recovering the pump from soft ground.
14. Each pump specified in the contract is hired as a separate unit and the breakdown or stoppage of one or more pumps (whether the property of the Company or otherwise) through any cause whatsoever, shall not entitle the Customer to compensation or allowance for loss of working time by any other pump or pumps working in conjunction therewith.
15. In respect of the Company's liability under clauses 11 and 12, the Company accepts no liability nor responsibility for any consequential loss or damage due to or arising from any cause beyond its control.

Charges

16. The Customer shall ensure that a person authorised by them will sign any delivery docket presented in respect of the delivery of any ready mixed concrete (whether in relation to its mix, description to the addition of water or of any other materials to the time of its arrival or the completion of its discharge to its receipt and otherwise) which the Company may be required to pump and in default, the Customer authorises the Operator to sign any such paper.
17. Unless otherwise agreed the quantities of concrete pumped by the pump shall be assessed (except to the extent that the Company shall show that any such assessment is not responsibly accurate) by reference (in the case of ready mixed concrete) to its suppliers delivery docket and (in the case of site mixed concrete) to the quality of concreting materials used by the Customer and to the mix proportions on which the Customer has based their production to concrete. Where assessment is made by reference to mix proportions the Customer shall afford the Company all such facilities as the Company may responsibly require for the verification of quantities of materials used and of the accuracy of the mix proportion figures.

18. The Company shall present daily to the Customer a worksheet showing the volume of concrete pumped by it and the times when it arrived on site, was ready to operate and started pumping and when it left site. The Customer shall ensure that an authorised person will sign a copy of such worksheet to confirm the accuracy of information shown on it.
19. The Customer's order is accepted on the basis that the Customer will book their requirements daily in accordance with such arrangements as made from time to time to be agreed between the Company and the Customer. One full working days minimum notice of cancellation is required, and the Company reserves the right to charge the Customer for any loss incurred due to insufficient notice being given.
20. Quotations are submitted based on a normal working week and the Company reserves the right to amend the rates quoted if special hours of working and or conditions are required or prove to be necessary.
21. VAT will be added to all charges.

General

22. Unless otherwise stated, terms of payment are immediate unless on Account as agreed with the Company.
23. The Company reserves the right to refuse to execute any order if the arrangements for payment, or the Customers credit are not deemed to be satisfactory and to suspend or discontinue the Company's service to any Customer whose account is overdue. Notice of any such suspension or discontinuance shall be given by the Company to the Customer in writing as soon as is responsibly possible.

Special Conditions

24. Bear Concrete Ltd will not incur any costs for any losses of materials (concrete) due to a breakdown of machinery, or injury to Operators.
25. Bear Concrete Ltd will not be liable for any costs incurred due to the concrete being requested before the concrete pump has arrived on site.