

SUPPLEMENTARY CONDITIONS APPLICABLE TO RAIL PLANT HIRE

TO BE READ IN CONJUNCTION WITH THE CPA MODEL CONDITIONS FOR THE HIRING OF PLANT 2001

1. DEFINITIONS AND PRIMACY

1.1 These Supplementary Conditions are applicable to the hiring of rail plant and shall be referred to as the "Supplementary Rail Conditions". The CPA Model Conditions for the Hiring of Plant 2001 shall be referred to as the "CPA Conditions".

1.2 Unless the context suggests otherwise words and terms in the Supplementary Rail Conditions shall have the same meaning as in the CPA Conditions.

1.3 Any reference in these Supplementary Rail Conditions to a statute, statutory instrument, guidance document, standard or protocol shall be a reference to whatever statute, statutory instrument, guidance document, standard or protocol is currently in force in respect of the relevant issued or is regarded as constituting the accepted industry guidance.

2. WORKING HOURS AND CHARGES

Notwithstanding Clause 1 of the CPA Conditions and without prejudice to the terms of Clause 19 of the CPA Conditions the definition of working hours shall be as follows:

2.1 "Weekday" working hours shall mean any shift between Monday to Friday commencing at 7 a.m., the first 8 hours of which shall be chargeable at "weekday" rates and all hours in excess of 8 hours shall be chargeable at "weeknight" rates.

2.2 "Weeknight" working hours shall mean any shift from Monday to Thursday commencing at 4 p.m. and shall be chargeable at "Weeknight" rates. "Weeknight" working hours shall also include any other hours worked in excess of the 8 hour "weekday" shift described in 2.1 above and shall be chargeable at "weeknight" rates.

2.3 "Weekend" working hours shall mean any shift between 4 p.m. on a Friday and 7 a.m. on a Monday and shall be chargeable at "Weekend" rates. "Weekend" working hours shall also include any hours not specifically defined within "Weekday" or "Weeknight" working hours, e.g. Bank Holidays.

3. DELIVERY, MAINTENANCE AND INSPECTION REPORTS

Without prejudice to the terms of Clause 5 and 28 of the CPA Conditions the Owner shall be responsible for ensuring that:

3.1 At the time of delivery to the Hirer, the plant supplied is in good working order so that the plant can be used safely and without risk to health.

3.2 The full particulars of the last and next service dates for the plant together with the type and schedule of maintenance is either provided to the Hirer or made available for inspection at the commencement of the hire period.

3.3 The Hirer is informed of the type and schedule of maintenance for the plant required to be carried out during the hire period.

3.4 Operations and safety checks have been carried out on the plant supplied before delivery, in order to ensure that the plant is in safe working order and that all statutory requirements have been complied with, including, without limitation, any requirements under the Health and Safety at Work etc. Act 1974 and any regulations issued thereunder.

3.5 All Statutory certificates and inspection reports relating to the plant are either provided to the Hirer or made available for inspection at the commencement of the hire period.

3.6 The plant supplied is maintained, tested and examined within the hire period in accordance with the maintenance schedule.

3.7 Where the plant supplied is fitted with radiators, that adequate anti-freeze mixture is contained in the radiators to protect them from damage due to low temperatures.

3.8 Where applicable the plant supplied has a Railway Group Standard GM/RT1300 Engineering Acceptance of Road/Rail Plant and/or GM/RT2400 design of On-Track Machines compliance certificate. Copies of these certificates shall either be provided to the Hirer or made available for inspection at the commencement of the hire period.

3.9 The plant is supplied with adequate fuel oil, engine sump oil and hydraulic oil and that tyres are maintained in a condition that is fit for purpose and to the specified pressures.

4. HANDLING OF PLANT

Without prejudice to the terms of Clause 8 of the CPA Conditions the Owner shall be responsible for ensuring that where supplied by the owner:

4.1 The operator or driver of the plant is fully competent to RPA Standard and deemed so by a qualified assessor and medically fit to standard GO/RT/3353 Personal Track Safety. The operator or driver must have PTS including AC/DC electrified lines unless the contract specifically states PTS is not required.

4.2 The operator or driver is authorised by the Owner to operate the type of plant for the purposes for which the plant is to be used and holds a proficiency certificate for the particular type of plant being hired. The operator or driver must carry the appropriate proficiency certificate whilst operating plant.

4.3 The operator or driver complies with GH/RT/4004 Changes in Working Hours - (Safety Critical Work) and that all records relating to the operator's or driver's working hours are kept and made available for inspection at the request of the Hirer.

4.4 A Drugs and Alcohol policy compatible with the Railway Group Standard GH/RT4000 - Drugs and Alcohol, is maintained and that records of testing and screening is kept for a minimum 3 years and is available for inspection by the Hirer.

4.5 A fully qualified and competent emergency fitter who holds a current PTS certificate is available to attend the site at any reasonable time.

4.6 At the commencement of the hire period, an "emergency arrangements" information sheet is supplied to the Hirer which lists, for example, but without limitation, the location of stop controls and fire extinguishers together with emergency contact telephone numbers.

4.7 Any operator, driver or emergency fitter supplied by the Owner shall be provided with suitable protective equipment for use on site.

4.8 Any operator, driver or emergency fitter supplied by the Owner shall have agreed to be screened for the use of alcohol and drugs in accordance with GH/RT/4000 for the Application of "for cause" alcohol and drugs screening when so requested by the Hirer.

5. Without prejudice to the terms of Clause 8 of the CPA Conditions any operator or driver supplied by the Owner shall be under the control and supervision of the Hirer from the commencement of the hire period. The operator or driver shall be informed of the name of the Hirer's authorised representative who shall brief the operator or driver as to the tasks the operator or driver is to undertake to ensure that he fully understands any hazards to his or others health, safety and welfare on site. The Hirer shall not allow any other person to operate such plant without the Owner's prior written consent.

6. CANCELLATION CHARGES

6.1 When any hire period cancelled includes weekday and weeknight rates then:

6.1.1 Provided the Hirer informs the Owner of their intention to cancel at least 24 hours before the commencement of the hire period the Hirer shall incur no charges.

6.1.2 If the Hirer informs the Owner of their intention to cancel less than 24 hours before the commencement of the hire period, the Hirer shall incur the full transportation charges where the plant has left the Owner's premises together with standing time to include costs of all attachments and accessories. A reasonable reduction to these charges shall be made if the Owner is able to re-book the plant within the cancellation period.

6.2 When the hire period cancelled includes weekend rates then:

6.2.1 Providing the Hirer informs the Owner of their intention to cancel prior to 5 p.m. on the Thursday prior to the hire period commencing the Hirer shall incur no charge.

6.2.2 If the Hirer informs the Owner of their intention to cancel between Thursday 5 p.m. and Friday 12 noon the Hirer shall incur full transportation charges where the plant has left the Owner's premises together with standing time to include costs of all attachments and accessories. A reasonable reduction to these charges shall be made if the Owner is able to re-book the plant within the cancellation period.

6.2.3 If the Hirer informs the Owner of their intention to cancel after Friday 12 noon, the Hirer shall incur full charges. A reasonable reduction to these charges shall be made if the Owner is able to re-book the plant within the cancellation period.

6.3 If the work cannot be carried out due to any default of the Owner then the Hirer shall incur no charge for the specific item of plant the subject of such default.

7. DELIVERY AND COLLECTION OF PLANT

7.1 The Owner and the Hirer shall determine a designated time and place for the delivery of the plant prior to the commencement of the hire period.

7.2 The Owner shall ensure that no plant shall encroach upon any railway line unless the Hirer so authorises.

7.3 The Owner and Hirer shall determine a designated time and place for collection of the plant on completion of the hire period.

8. INDEMNITIES

8.1 On delivery of the plant to the designated place determined by the Owner and Hirer, throughout the hire period and the period prior to collection, the Hirer shall indemnify the owner and hold the Owner harmless against any loss, damage, liability, cost (including legal cost) and expense incurred by the Owner, caused or contributed to by the Hirer's breach of these Supplementary Rail Conditions or the CPA Model Conditions for the Hiring of Plant 2001.

8.2 The Owner shall indemnify the Hirer and hold the Hirer harmless against any loss, damage, liability, cost (including legal cost) and expense incurred by the Hirer as a result of the Owner's breach of clause 9.1 below.

9. INSPECTION OF PLANT

9.1 Without prejudice to the terms of Clause 6 of the CPA Conditions no person other than an employee of the Owner, his nominated repair agents, his insurer's representatives or representative of the Safety Case holder shall enter upon the site for the purposes of inspecting or maintaining plant and then only with the prior consent of the Hirer (which consent shall not unreasonably be withheld).