

**AMENDMENTS TO THE CPA MODEL CONDITIONS FOR THE HIRING OF PLANT**

**(WITH EFFECT FROM OCTOBER 2021)**

The hire of all goods from you will be made subject to the Construction Plant-hire Association Model Conditions for the Hiring of Plant dated October 2021 (a copy of which is attached) (CPA Terms) subject to the following amendments which shall be deemed to be incorporated into and, where relevant, amend the CPA Terms (together the Conditions). For the avoidance of doubt, in the event of conflict, the special terms of these amendments shall take precedence over the CPA Terms:

<b>Clause</b>	<b>Amendment</b>
Clause 1(a)	Delete and replace with:  <i>“The “Contract” is the contract between the Owner and the Hirer for the hire of Plant, which incorporates only the Order and these Conditions.”</i>
Clause 1 (a)	Insert a new clause 1 (a) (a):  <i>“The “Client” is the entity that has engaged the Hirer to carry out works at the site at which the Plant will be used by the Hirer.”</i>
Clause 1 (b)	Delete and replace with:  <i>“The Hire Period shall commence on the later of the agreed hire commencement date stipulated in the Order and the Hirer’s signed receipt and acceptance of the Plant on Site.”</i>
Clause 1 (e)	Delete and replace with:  <i>““Order” is the Hirer’s order to hire the Plant from the Owner which will include details of the Plant to be hired, the Hire Period, relevant hire rates and charges and any supplementary conditions to be incorporated into the Contract.”</i>
Clause 1 (g)	Insert a new clause 1 (g) (g):  <i>“The “Site” shall be as stated in the Order.</i>
Clause 1 (h)	Delete and replace with:  <i>A “Working Day” shall be as stated in the Order.”</i>
Clause 1 (i)	Delete and replace with:  <i>A “Working Week” shall be as stated in the Order.</i>

Clause 2	<p>In the first line replace “Offer” with “Order and the Conditions”.</p> <p>In the fourth line replace “Offer” with “Contract”.</p> <p>Delete the second sentence in its entirety.</p>
Clause 4	In the fifth and seventh lines replace “Hirer” with “Owner”.
Clause 5 (a)	Delete the first sentence.
Clause 5 (d)	<p>Insert a new clause 5 (d):</p> <p><i>“Notwithstanding the provisions of Clauses 1 (b), 3, 5(a) and 23 all Plant shall be supplied in full accordance with the Client’s and the Hirer’s requirements. All Plant shall be subject to the Client’s and the Hirer’s acceptance in writing prior to the commencement of the Hire Period.”</i></p>
Clause 7 (d)	Delete the clause in its entirety and replace with “not used”.
Clause 8 (a)	<p>Delete “... and such person shall be under the direction and control of the Hirer.”</p> <p>Delete the second sentence and replace with:</p> <p><i>“Such drivers or operators or persons shall for all purposes in connection with their employment in the working of the Plant be regarded as the employee of the Owner (but without prejudice to any of the provisions of clause 13) and the Owner shall be solely responsible for all claims arising in connection with the operation of the Plant by the said drivers / operators / persons.”</i></p>
Clause 8 (b) and (c)	<p>Delete both clauses in their entirety and replace with a new clause 8 (b):</p> <p><i>“The Hirer shall be entitled to allow any person to operate such Plant, whether its own employees or persons supplied by the Owner. Any persons, drivers or operators supplied by the Owner can be instructed by the Hirer to operate any other plant or machinery.”</i></p>
Clause 9 (a)	<p>Delete the second sentence and replace with:</p> <p><i>“The Hirer’s claim for breakdown will run from the time and date the breakdown occurred.”</i></p>
Clause 9 (b)	<p>In the first line replace ‘Offer” with “Order”.</p> <p>Delete “...caused by the development of either an inherent fault or a fault not ascertainable by reasonable examination or fair wear and tear...” and replace with “for any reason..”</p>
Clause 9 (d)	After “servants” in line 4 insert “...(except any driver, operator or any person supplied by the Owner)..”

Clause 10	Delete "...causes outside the Owner's control, including but not limited to.."
Clause 12	Delete the clause in its entirety and replace with:  <i>"To the extent permitted by law, the Hirer's liability to the Owner pursuant to the Contract (whether under tort, contract, indemnity, breach of statutory duty or otherwise):-</i>  <i>a) shall be limited to the value of the Plant; and</i> <i>b) shall not include any losses of profit (whether direct or indirect), and indirect losses or any consequential losses."</i>
Clause 13 (b)	Delete:  <i>"...and shall also fully and completely indemnify the Owner and any personnel supplied by the Owner in respect of all claims by any person whatsoever for injury to person or property caused by or in connection with or arising out of the storage, transit, transport, unloading, loading or use of the Plant during the continuance of the Hire Period, and in connection therewith, whether arising under statute or common law."</i>
Clause 17	delete the words "if available" in the fourth line.
Clause 17	delete from and including "If such termination occurs" to the end of the clause, and replace with:  <i>"The Owner shall pay all transport charges involved."</i>
Clause 18 (a)	Delete the words "Where applicable" to the end of the clause.
Clause 18 (b)	Delete clause 18 (b) in its entirety and replace with "not used".
Clause 18 (c)	Delete "acts or omissions of third parties and/or..."
Clause 18 (d)	Delete clause 18 (d) in its entirety and replace with "not used".
Clause 18 (h)	At the start of the clause insert the words:  <i>" Provided the Hirer has agreed the Owner's invoice..."</i>
Clause 18 (i)	Delete the clause in its entirety and replace with "not used".
Clause 20	delete the words <i>"broken down calculated to the nearest half Working Day"</i> and replace with <i>"broken down calculated pro rata until the time the Plant was broken down."</i>
Clause 21	delete the words <i>"Idle time for this purpose shall be treated as actual working time."</i>
Clause 23 (a)	Delete the clause in its entirety and replace with "not used".

Clause 23 (b)	Delete clause 23 (b) in its entirety and replace with "not used".
Clause 23 (e)	<p>Insert a new clause 23 (e):</p> <p><i>"Notwithstanding the provisions of Clauses 13 (b) 23 and 24, if the Hirer shall give notice to terminate the Contract in accordance with these Conditions the Owner shall arrange for collection of the Plant at the expiry of the 7 Working Day's notice. In the event that the Owner fails to collect the Plant as aforesaid the Hirer's responsibility for loss of or damage to the Plant shall cease and such responsibility shall revert to the Owner."</i></p>
Clause 24 (a)	Delete "...either party to the other" and replace with "the Hirer or one month's notice given by the Owner..."
Clause 24 (c)	<p>Delete the clause in its entirety and replace with:</p> <p><i>"If the Hirer terminates the Contract the Hirer is not liable for any costs, charges, losses incurred by the Owner or to which the Owner is committed at the time of termination, and the Hirer shall not be liable to the Owner for any hire charges or loss of profit in respect of the balance of the Contract."</i></p>
Clause 24 (d)	<p>Delete clause 24 (d) and replace with:</p> <p><i>"The Hirer may terminate the Contract during the Hire Period by providing 7 Working Day's notice in writing to the Owner."</i></p>
Clause 25	<p>Delete the following:</p> <p><i>"If the Plant works for any time during the Working Day then the whole of that Working Day shall be charged as working time. In any case no period less than one Working Day shall be reckoned as idle time save for as provided for in clause 18(f)."</i></p>
Clause 30	<p>Delete the clause in its entirety and replace with:</p> <p><i>"If the Hire Period is in excess of 30 days the Hirer is entitled to cover up the Owner's name plate or mark on the Plant and replace it with the Hirer's name plate."</i></p>