

All Purchase Orders issued by the Hirer that incorporate the Construction Plant-hire Association Model Conditions for the Hiring of Plant (with effect from October 2021) ("**CPA terms**") are 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 terms of these amendments shall take precedence over the CPA Terms:

Clause 1 - Definitions	INSERT at the end of the definition of "Offer" and before the full stop the following sentence: "All references in these terms and conditions to an "Offer" shall be deemed to be references to a "Purchase Order" issued by the Hirer."
Clause 2 – Extent of Contract	On line 5 DELETE "Hirer" and replace with "Owner" and on line 8 DELETE "signed by the Owner" and replace with "signed by the Hirer"
	On line 11 INSERT "or the Hirer" after "the Owner"
Clause 3 – Acceptance of Plant	Rename as "Delivery of Plant"
	DELETE "Acceptance" and replace with "Delivery"
	INSERT after "terms and conditions" the following: "as amended"
	Re-number as (a) and INSERT new paragraph (b) as follows: "(b) The Owner shall ensure that the Plant delivered shall be in good working condition and complies with any specifications that have been advised by the Hirer and/or confirmed by the Owner. Notwithstanding that the Hirer may agree to pay delivery charges, the Hirer shall have no responsibility in relation to the Plant when the Plant is being transferred to and/or from the site"
Clause 4 – Unloading and Loading	DELETE in line 3 from "and any personnel" to the end of the clause and replace with the following sentence: "The Hirer shall have no liability for any loss and damage arising out of and/or in connection with any default, omission, or failure of the Owner, the Owner's personnel or any other party engaged by the Owner in connection with the loading/unloading of the plant at the site."
Clause 5 – Delivery in good order and maintenance	In paragraph (a) DELETE "24 hours" and replace with "5 Working Days".
	In paragraph (a) DELETE "commencement of the Hire" and replace with "delivery of the Plant to the site"
	In paragraph (b) DELETE "solely"

inspection reports	In paragraph (b) DELETE "whether directly or indirectly arising" and replace with "to the extent this arises directly"
	INSERT new paragraph (d) as follows: "(d) If the Hirer notifies the Owner of a fault in the Plant, the Owner shall either rectify the fault immediately or provide a replacement Plant"
Clause 6 – Servicing and Inspection	DELETE in line 3 from "The Owner" until the end of the clause and replace with the following: "The Owner shall, at its own cost during the Hire Period, maintain the Plant in good, safe and operating condition and in strictly in accordance with the Plant manufacturer's recommendations (and at recommended service intervals)".
Clause 7 – Ground and Site Conditions	In paragraph (a) INSERT at the end the following: "provided that the Hirer shall be entitled to rely on the information provided by the Owner relating to the Plant and shall not be responsible to the extent that such information is inaccurate."
Clause 8 – Handling of Plant	DELETE paragraph (a) and replace with the following: "When a driver or operator or any person is supplied by the Owner with the Plant, the Owner shall supply a person competent in operating the Plant or for such purpose for which the person is supplied and the Owner shall procure that the person complies with the instructions of the Hirer.
Clause 9 – Breakdown, Repairs and Adjustment	In paragraph (a) DELETE the second sentence.
	DELETE paragraph (b) and replace with the following:
	"Where the fault has been notified to the Owner and the Plant is not operating at its normal capacity the Hirer shall be entitled to deduct sums from the charges due to the Owner to recompense the Hirer for the reduction in capacity"
	In paragraph (c) DELETE the second sentence and replace with the following: "The Owner shall be responsible for the cost of replacement of any part required due to wear and tear (including without limitation the changing or repair of any tyre/puncture)."
	DELETE paragraph (d) and replace with the following: "(d) The Hirer shall be responsible for expenses arising from any breakdown or the unsatisfactory working of the plant due to the negligence, misdirection or misuse of the Plant by the Hirer."

Clause 10 – Other Stoppages	DELETE and INSERT "Not used".
Clause 12 – Limitation of Liability	DELETE and replace with the following: "The Hirer's total liability to the Owner shall not exceed the total of the hire charge under the Contract, unless and to the extent caused directly by the negligent actions of the Hirer or breach of the Contract by the Hirer in which case the Hirer's total liability to the Owner shall not exceed the lower of the cost of repair or replacement of the plant in question"
Clause 13 – Responsibility for Loss and Damage	DELETE and replace with the following: "13(a) The Owner shall fully and completely indemnify the Hirer against any and all liability, loss, damage, claims, costs, fines and expenses whatsoever which we may incur in respect of (a) physical injury to any person or loss of or damage to any property or any other loss or damage arising out of or connected with any defect whatsoever in the plant supplied to the Hirer by the Owner, or otherwise flowing from any breach by the Owner of any statutory or other legal duty or caused directly, irrespective of whether or not by negligence, by the acts or omissions of the servants, agents or contractors of the Owner, and (b) any failure by the Owner to comply with his obligations as set out in these terms and conditions. For the avoidance of any doubt the indemnity provided by the Owner shall include liability for indirect, consequential or economic loss as incurred by the Hirer on their own part or for which they may be liable to a third party. 13(b) The Hirer is responsible for any damage caused to the Plant whilst it is on site to the extent that the Hirer can recover sums under an insurance policy, save to the extent this is due to the negligence, act or omission of the Owner or those for whom the Owner is responsible."
Clause 14 – Notice of Accidents	DELETE the second sentence.
Clause 17 – Return of Plant for Repairs	On line 7 DELETE "Owner" and replace with "Hirer", and on line 9 DELETE "Hirer and replace with "Owner". DELETE from "If such termination" in line 9 to the end of the clause and replace with the following: "If such termination occurs, the Owner shall remove the Plant from the site as soon as reasonable and the Owner shall be liable to the Hirer for all costs properly incurred by the Hirer as a result of such termination including additional hire charges and costs arising from the delays"

Clause 23 – Period of Charging	DELETE paragraph (b).
Clause 24 – Hirer's Liability During the Notice of Termination of Contract	DELETE and INSERT "Not used".
Clause 25 – Idle Time	DELETE and replace with the following: "The Hirer shall not be liable to pay the hire charges for any period during which the Plant is not operating or not operating properly due to a fault in the Plant. The Hirer may adjust the hire charge to reflect the period of inactivity and/or reduced use"
Clause 26 – Wages and Other Chargeable Items Relating to Drivers and Operators of Plant	DELETE from "save that" in line 2 to the end of the clause.
Clause 27 – Travelling Time and Fares	DELETE and replace with the following: "Unless otherwise agreed in writing, travelling time and/or expenses of operators provided/ supplied by the Owner shall be deemed to be included in the agreed hire rates for the Plant."
Clause 28 – Fuel, Oil and Power	In paragraph (b) insert after "with" the following: "by the Hirer and those for whom they are responsible".
Clause 31 – Transport	DELETE and replace with the following: "The cost of transport of the Plant shall be as set out in the Purchase Order"
Clause 32 – Government Regulations	DELETE paragraph (b) and INSERT "Not used".
Clause 34 – Termination and Suspension	In paragraph (a)(i) DELETE from "or such period" to "circumstances"
	DELETE paragraph (a)(iii) and (v).
	Re-number paragraph (b) as (c), (c) as (d) and (d) as (e).

	INSERT new paragraph (b) as follows: "The Hirer may terminate this Contract in whole or part with immediate effect by the service of written notice on the Owner if one or more of the following events occur: (i) The Owner fails to observe and perform the terms and conditions of the Contract and fails to remedy such default within 10 working days of receiving written notice requiring it to do so; (ii) If any Plant supplied to the Hirer on hire is in the Hirer's opinion in any material way unsuitable for any purpose for which it is intended to be used; or (iii) The Owner makes or proposes to make any arrangement with their creditors or becomes insolvent within the meaning of Section 113 of the Housing Grants, Construction and Regeneration Act 1996 or any amendment or re-enactment thereof for the time being in force." In paragraph (c) INSERT after "(a)" the following: "or (b)" DELETE paragraph (c)(ii) and replace with the following: "(c)(ii) The Owner shall remove the Plant from the Site forthwith. (c)(iii) The Owner shall be liable and shall fully and completely indemnify the Hirer against any loss or expense incurred by Hirer as a result of termination of the Contract pursuant to this clause 34(b)." In paragraph (d) DELETE "and (b)" and replace with "(b) and (c)" In paragraph (d)(i) INSERT after "Owner" the following: "or the Hirer". DELETE paragraph (d)(ii). INSERT new paragraph (f) as follows: "The Hirer shall not be liable to the Owner for any costs, expenses, disbursements or losses (including indirect losses, consequential losses, loss of profits, loss of fees, loss of chance or other similar losses) arising out of lawful termination of this Contract."
Clause 36 – Dispute Resolution	DELETE paragraph (a) and replace with the following: "(a) The governing law of the Contract shall be the law of the country where the site is located and the courts of that country shall have jurisdiction.
Clause 37 – Late Payments	DELETE and replace with the following: "if payment is late the Owner is entitled to charge the Hirer interest at 3% over the Base Rate of the Bank of England."