

Balfour Beatty Plant Hire Requirements v1.0 241018

This document sets out the Hirer's standard operational and compliance requirements and shall apply in relation to Plant ordered by the Hirer from the Owner pursuant to the Agreement or Order.

1. Definitions

- (a) Capitalised terms used in this Schedule 3 shall have the meaning ascribed to them in the Agreement unless defined separately herein.
- (b) The following terms used in this Schedule 3 shall have the corresponding terms set out herein:

"Balfour Beatty Premises" means any site or premises of the Hirer or any Customer or project of the Hirer which the Owner is attending or delivering Plant into pursuant to the Agreement;

"Hire Desk" means the Hirer's nominated process and contact points for requisitions and Order of hire of Plant by the Hirer as notified by the Hirer to the Owner from time to time;

"Off-Hire" means that the hire period for an item of Plant has been terminated by the respective Hirer and notice of such termination has been sent to the Owner citing the respective Plant's identifying Order number, fleet number and Site location;

"Pre-Hire Report" means the pre-hire and pre-delivery report prepared by the Owner for each item of Plant; and,

"Site" means any site or work area to which Plant is requested to be delivered by the Owner in placing an Order for the Plant.

2. Compliance

The Owner shall comply with the requirements of all statutory rules and regulations in respect of safety, health, welfare, employment, machinery, electricity, etc. which may be in force or be introduced during the course of the Agreement and shall be responsible for due observance and compliance with all notices and regulations whatsoever regarding safe conduct of the work and security arrangements which may be laid down and introduced to the site from time to time.

The Owner shall comply with all Acts of Parliament, Ordinances, Regulations (including, but not limited to "The Road Transport (Working Time) Regulations 2005), Bye-laws and Statutory Instruments of any Minister of the Crown, Government Department or Local or other Authority, which may be in force from time to time, and shall furnish proof of so doing to the Hirer as and when requested. In addition the Owner shall indemnify the Hirer, from and against all penalties, fines and losses, damages, costs and expenses whatsoever incurred by the Hirer arising from the Owner's failure to so comply.

3. Review Meetings

As a minimum, the Owner and the Hirer will hold periodic meetings, the purpose of which will be to review the performance of both the Owner and the Hirer, resolve problems, explore opportunities and areas for development and to ensure continuous improvement.

4. Ordering Process

The Hirer shall place all Orders via the Hirer's Hire Desk unless otherwise agreed in writing with the Hirer. No Plant shall be supplied by the Owner to the Hirer without:

- a. an official Order number;
- b. an expected Off Hire date.

The Hirer shall not be liable for any Charges for the Plant in the event that the Owner fails to provide an official Order number and an expected Off Hire date. The ordering process is subject to change at Hirers request providing reasonable notice to the Owner.

5. Environmental

All Plant supplied by the Owner to Hirer shall be compliant with relevant legislation, regulations, Good Industry Practice and all other codes of compliance for the respective purpose for which it is ordered by the Hirer at the time of such supply.

The Owner shall ensure that at any time when its personnel and/or any sub-contractor or agent is on any site (including, without limitation, at the point of deliveries and collection, installation, dis-installation, breakdown responses and any other time when working on the Owners Plant whilst on a site):

- (A) Adequate precautions are to be taken to prevent contamination of any work areas and any site by diesel or oil spills.
- (B) Drip trays and spill kits are to be used where appropriate. Plant constituting machinery should be kept away, if possible, from drainage channels, rivers, watercourses and any area where spills cannot be controlled. On completion, all waste and consumables will be removed to the Owners depot for disposal by a licensed waste contractor.

6. COSHH

Plant Health and Safety data sheets shall be held by the Owner and if requested by a site, the data should accompany the Plant when delivered to site. All materials brought onto the Project by the Owner will have been subject of an assessment in accordance with the COSHH regulations 1994 and where hazardous the Owner will ensure the necessary information, instruction, training and health monitoring of personnel is provided.

7. Lead Times

Delivery and collection lead times shall be in accordance with the services levels as set out in Annex A (Service Levels).

Hirer shall be permitted to request the Owner to deliver Plant quicker than the parameters as stated in Annex A (Service Levels) if site and/or programme requirements dictate such necessity. If the Owner is unable to deliver within the requested timeframe, they shall inform the Hirer within sixty minutes of receiving such Order for expedited delivery within office hours of their inability to meet the delivery timeframe.

8. Pre-delivery Checks & Preventative Maintenance

All Plant will be subject to a pre-hire check prior to delivery to site.

The Owner shall prepare and produce an accurate pre-hire report recording:

- (A) the individual condition of each item of Plant, and the amount of time left until a PAT test is required; and
- (B) operations and safety checks that 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.

Plant delivered to site shall:

- (A) comply with the specification as indicated in this Agreement, Hire Contract or the Order;
- (B) be of a good physical appearance and fit for purpose;

- (C) be in good working order;
- (D) be accompanied by full particulars of the last and next service dates for such Plant (or such shall be provided to the Hirer or upon request);
- (E) where supplied Plant is fitted with radiators, the radiators shall contain adequate anti-freeze mixture contain to protect them from damage due to low temperatures; and,
- (F) be demonstrated by the Owner that the machine is in date in accordance with the maintenance schedule for the machine.

Plant (where applicable) will be supplied with adequate fuel oil, engine sump oil and hydraulic oil and that the tyres are maintained to a reasonable and satisfactory condition and to the specified pressures.

If on delivery, the Plant is not deemed to be fit for purpose by the Hirer in its sole discretion, hire charges will not commence until a satisfactory replacement has been delivered.

All Plant shall be inspected and maintained in accordance with all manufacturers' recommendations to comply with the terms of PUWER (Provisions and use of Work Plant Regulations).

All lifting tackle and attachments that require certification must be covered by valid inspection documentation confirming it is in date and safe to use.

The following documentation will accompany the each item of Plant (where applicable):

- (A) Load Test Certificates (machines 12 months +);
- (B) Lifting Certificate; and
- (C) Road Fund Licence.

Every item of Plant shall be checked by skilled personnel for both working efficiency and safe operation. A tagging label is completed. This shall be signed and fixed to each item of Plant along with the operating instructions. Where applicable each delivery ticket will include the date by which the next preventive maintenance is to be carried out.

After the initial service inspection which shall take place prior to delivery for the purposes of preparing the Pre-Hire Report, all planned maintenance days shall be tracked electronically and managed on behalf of Balfour Beatty by the Owner. A monthly report shall be made available, identifying the date of the next service inspection for every item of Plant. On an ongoing basis throughout each month, the Owner will identify and notify the Hirer using any item of Plant whether there are any items which are about to exceed inspection dates.

The Owner shall ensure that regular Plant checks are implemented across its depots and will allow external auditing of Plant to be carried out on request from the Hirer providing sufficient notice ensuring the Owner is available to accompany the auditor.

The Owners depots shall hold a list of all protective markings and warnings and the Plant that should carry certain warning and maintenance information. The list should be updated and amended on a regular basis.

For Hand Arm Vibration, all hand held Plant will be marked, highlighting the vibration risk, applies only to Plant on the Balfour Beatty approved plant list (available on request).

It is the responsibility of the Owner to manage planned and preventive maintenance and to contact the relevant site advising them that servicing or maintenance is due. Planned and preventive maintenance will be at least as stringent as the manufacturers' guidelines.

Planned and preventive maintenance will be carried out at no cost to the Hirer.

9. Testing of Electrical Plant

All electrical Plant will be tested and certified prior to delivery.

Should the continuous period of hire exceed the certification end date, the Owner shall (free of charge) either conduct an on-site PAT test or exchange the Plant, in both cases issuing a valid test certificate prior to its use by the Hirer.

10. R.O.P.S.

ROPS and seat belts are to be fitted to all relevant Plant supplied to the Hirer.

11. Operator Instructions

All Plant will be supplied with instructions (where available from manufacturers) for safe use, as legislation, regulations Good Industry Practice or any other established code of practice may require.

Larger Plant will be supplied with any applicable operators manual. The Owner shall provide Tool Box Talk literature on request.

For powered access Plant a hand-over will take place at the point of delivery.

12. Safety

The Owner shall hold a copy of their safety policy centrally to be made available to Hirer on request.

13. Specifications

All Plant supplied shall meet the specification as set out in this Agreement or otherwise agreed within the Order.

14. Age Profile

The Owner shall use all reasonable endeavours to maintain the 3(three) year old average age profile for all Plant subject to spot hires pursuant to this Agreement.

15. Off-Hire Cancellation

The Owner's depot shall telephone the respective site or the Hirer Help Desk while the Owner's driver is at the site to confirm that the Plant is unavailable for collection, at which point the respective Hirer will either reinstate the Plant hire Order number or request the Owner's depot to terminate the Plant hire and send a damage letter stating the Plant as lost. The Owner's driver shall wait on site for a maximum period of thirty (30) minutes.

16. Collection of Plant / Off Hire

Upon receipt of a Hirer's Off-Hire notification to the Owner, the Owner shall immediately issue the Hirer a unique Off-Hire number.

The Owner shall collect Plant within 48 (forty-eight) hours (not including weekends or bank holidays) starting from the time at which the Owner issues the unique Off-Hire number to the Hirer.

In the event the Owner does not collect an item within 48 (forty-eight) hours from the time at which it issued the Off-Hire number, the liability for the security and all costs associated with such Plant subject to the Off-Hire notification and unique number shall vest in and be at the risk of the Owner.

17. Cross Hire / Re Hire

In the event the Owner is unable to supply an item of Plant from its own fleet / stock, it may cross hire such Plant from an Approved Supplier at no extra cost to the Hirer.

The Service Levels set out in Annex A shall still apply to cross hire / re-hires.

18. Working Hours

The Owner's normal working hours are [timing], Monday to Friday on Business Days.

All other hours will be deemed as "out of hours".

The Owner shall open depots if Plant needs to be collected on a Saturday, in special cases, which will need to be agreed 24 (twenty-four) working hours in advance with the Hirer making such request.

19. Delivery and Collection

Deliveries and collections shall be in accordance with Annex A (Service Levels).

All of the Owner's employees (drivers and fitters) attending sites shall have full PPE (safety gloves, hard hat, hi-vis vest/jacket, glasses and safety boots), be CSCS trained, will follow each site's health and safety policy at all times and shall attend the Hirers induction as required. In the event that when reporting for work on site any operator supplied by the Owner under this Agreement has not been provided by the Owner with any or all of the personal protective equipment required by Site, then the Hirer may, if available, provide such PPE. Any personal protective equipment provided by the Hirer to any such individual will be invoiced to the Owner at cost plus 10%.

The Owner shall adhere to the Hirers policy on delivery and collections (HS-PR-200-PFS). A Site specific risk assessment and Site specific method statement must be produced and approved by the Hirer to cover the operation of loading and unloading of the plant at the worksite.

The Owner will provide the Hirer with delivery & collection times and signatures for each hire.

The Owner shall ensure that no Plant shall encroach upon any railway line or any other controlled area unless the Hirer so authorises.

20. Re-sharpening

All steels that require re-sharpening will incur no extra charge to Hirer with the exception of excessive wear and tear (being wear and tear that is inconsistent with steels of like quality, nature, use and history benchmarked against other steels owned and hired by the Owner to other third party hirers in addition to the Hirer).

21. Loss and Damage

Prior to removal from any Balfour Beatty Premises or Hirer nominated site, the Owners driver will refer to the Owners pre-hire report to familiarise himself with the condition of the Plant at delivery time.

The following steps shall be followed in respect of loss and damage to any Plant:

- (A) All obvious damage and shortages will be reported to the authorised Hirer Hire Desk and recorded on collection at the termination of each hire. Such damage and shortage report will be signed by both Owner and Hirer.
- (B) If Hirer personnel are not available at the time of collection, the loss or damage to the Plant will be reported to the Hirer Hire Desk by telephone prior to the Plant being loaded on to any transport vehicle so that an agreed action can be completed (including arranging for a damage inspection).
- (C) For loss or damage that are not visible or apparent to the driver collecting such Plant, if there is such loss or damage that was

not notified upon collection, upon return to the workshop after collection following termination of each hire, the Owner's depot foreman will inspect the Plant and send the Hirer's Hire Desk a notification within 72 (seventy-two) hours. A letter will be submitted to the Hirer within seven days notifying estimated costs of repairing any damage or loss. Digital colour photographs should accompany the damage letter.

Agreed damage and loss must be invoiced using a separate Order number following written agreement with the nominated personnel from both Parties. Loss or damage must be agreed within 14 (fourteen) days from the time of notification.

Plant will be available for inspection for five (five) working days prior to any repair being undertaken.

22. Highway Specification

- A. Upon three days' prior notice, the Owner shall provide applicable Plant with the following highway specification:
 - Road tax, number plates, beacon, front and rear lights and indicators: to be charged in addition to the agreed Fixed Charges.
 - Road tax only: to be charged at the agreed Fixed Charges.

23. Breakdown Response

- A. wherever practicable, Plant that is subject to any breakdown during the hire shall be exchanged by the Owner rather than repaired on site;
- B. where an exchange is not practicable, the Owner's staff or agent will attend site within the timeframes specified in Annex A – Service Levels;
- C. All breakdowns will be channelled through Hirer's agreed point of contact for each item of Plant, who will issue a fleet number, detailed site address, site contact number and a brief description of the problem to the nominated Owner depot.

24. Telematics

The Owner shall, wherever practicable offer additional fleet management and security features by utilising manufacturer installed or third party telematic devices that will give the ability to monitor fleets of Plant more effectively in real time and assist in the prevention of theft.

Such devices give notification of Plant moved outside the parameters of pre-determined working hours, allowing the tracking of hours worked within a normal working day. The Owner shall ensure that the installation and operation of such telematics devices (to the extent operated by the Owner) is done so in accordance with the terms of the Agreement.

Arrangements to use Telematics shall be agreed between the Hirer, site and the Owner as requested by the Hirer.

25. Re-Hiring

Neither any item of Plant nor any part thereof shall be re-hired, sub-let, or lent to any third party without the prior written permission of the Owner.

26. QuickHitches

Semi-automatic quick hitches and fully automatic quick hitches with single pin capture will not be permitted on the Project.

Plant with traditionally fixed buckets (i.e. with fixed pin connection) will be allowed on site.

Until such times as double locking mechanisms are readily available for machines below 5t, manual quick hitches will be permitted providing they do not require a removable safety pin and subject to demonstration of an adequate maintenance regime.

Fully automatic double locking quick hitches meeting all relevant European and UK designs standards will only be acceptable if they have the following safety features:

- both front and rear pins of the attachment must be captured by locks such that if the rear lock does not engage the rear pin, or the rear pin becomes disengaged the attachment will be retained on the quick hitch by the front lock.
- the quick hitch must have an automatic mechanical lock to prevent at least one of the pins from becoming disengaged due to hydraulic failure. Reliance on check valves is not acceptable.
- the operator must be able to visually confirm from the cab the correct engagement of the hook and mechanical backup lock. Where the hitch has mechanical locking to both locks, visual confirmation of the engagement of one lock will be acceptable (this will usually be the front lock).
- the pin locks and any backup locking system may only be able to be disengaged when the attachment is in the crowded position.
- audible warnings must be present in the cab whenever the lock is in the release position.
- the hitch controls in the cab must be positioned and designed to prevent unintentional activation and the machine must be fitted with a device that requires a minimum of two independent actions to release either of the two locks.
- An operation manual for the type of Quick Hitch provided must be available in the cab of the operating machine.
- All operators must carry evidence that they have been adequately trained on the specific quick hitch being used on their Plant.
- The operator must carry a Risk Assessment to cover the risk of an attachment becoming detached.
- The Plant must be provided with signage, on the boom, indicating the type of quick hitch fitted.

27. Timesheets

All Plant & equipment operated by the Owner or its nominated Operators must have a weekly timesheet signed, printed and dated by both the Operator on behalf of the Owner and an authorised Balfour Beatty representative.

The Owner shall ensure that the timesheet must show the week ending date, days worked, travelling times & distance travelled, hours worked & breaks.

Timesheets must be attached to all invoices by the Owner or otherwise made available to Hirer as agreed between the Hirer and the Owner.

28. Employees and Agents

The Owner and their personnel shall not cause any nuisance to the occupiers of the Balfour Beatty Premises or the occupants of neighbouring properties.

The Owner shall allow for attendance of his employees at a pre-start site induction by the Hirer. The plant shall not be agreed as being "fully operational and ready for use" at site by the Hirer until all associated personnel have attended such an induction or site specific safety brief.

The Owner shall ensure its employees and agents shall comply with the Alcohol and Drugs Policy as set out in the Agreement

The Owner and all his personnel shall strictly comply with the Health & Safety Policy operated on site by the Hirer and shall co-operate with the Hirer to enable him to carry out his Statutory Duties.

29. Operators

In the event that when reporting for work on Balfour Beatty Premises any operator supplied by the Owner under this Agreement has not been provided by the Owner with any or all of the personal protective equipment listed at 12 above then the Hirer may, if available, provide such equipment. Any personal protective equipment provided by the Hirer to any such individual will be invoiced to the Owner at cost plus 10%.

The Owner is responsible for the provision of qualified operators i.e. CITB Construction Plant Competence Scheme card and documented evidence of familiarisation training on the type of Plant to be operated. Operators must have a minimum of twelve months' experience.

The use of agency or third party Operators is prohibited, excluding cross hires, unless the Owner has prior written approval from the Hirer prior to Delivery. This shall be reviewed by both parties on a quarterly basis.

The nominated Operator of the Owner must be competent in the correct operation of a specific machine in all modes of operation (static lifting, excavating, travelling with a load, etc.) and specific configurations. Balfour Beatty will advise Operator of lifting plans and relevant site conditions that may impact the mode of operation.

It is the responsibility of the Owner to operate a Quality Management System that complies with the requirements of the Hirer's Quality Management System all as detailed in the Management System Policy.

The Owner and all Operators supplied shall adhere to the following general Balfour Beatty Premises rules:

- All individuals must sign in and out of the Project
- All individuals must receive a safety briefing before starting work
- All individuals must enter and leave the Project by designated points only
- All accidents, incidents and near misses must be reported to the Hirer immediately
- All individuals must carry their company ID, proof of induction and competency certificates / record books at all times whilst on the Project
- No work shall commence without an approved method statement and a work plan
- Mandatory permits will be used where required (permit to dig, confined spaces, hot works, pump or discharge).
- Shorts, track suit bottoms and sleeveless vests are prohibited on the Project
- All individuals must use designated walkways where provided
- Private vehicles are not allowed on the Project unless agreed in writing with the Hirer
- Eating and drinking are only allowed in designated areas
- Smoking is prohibited in all project buildings and cabins. Smoking is only permitted as directed by the Hirer
- No urinating on Balfour Beatty Premises except in the facilities provided
- All individuals must report the use of prescription or over the counter drugs to their supervisor or line manager prior to starting work
- All machinery must be switched off and keys removed when not in use
- Vehicles must not reverse unless accompanied by a trained and qualified Banksman to direct the operation of the Plant as required
- All vehicles must obey the speed limit on all Balfour Beatty Premises
- The use of personal audio equipment is not permitted
- All public complaints / enquiries must be directed to the Hirer immediately
- Any discarded needles or sharps must be reported immediately and MUST NOT be touched
- Rubbish to be placed in appropriate skips as identified
- No waste to leave Balfour Beatty Premises without a valid waste transfer note