

TRU PLANT

Terms & Conditions

Tru Plant_Terms & Conditions_V4_July 2026

HOW TO USE THESE TERMS

A customer guide to identifying which conditions apply and the key steps during an instruction, hire or service.

IMPORTANT: These terms are for business customers only and are not to be used for consumer contracts. This guide is a navigation aid only. The full Contract documents govern and must be read in full.

1. IDENTIFY WHAT YOU ARE BUYING

Your instruction	Terms to read	When they apply
Plant or equipment hire	CPA Model Conditions 2021 + Tru Plant Supplemental Conditions V4 July 2026	These form the core hire terms, together with the quotation, order confirmation, Particulars of Hire and any documents incorporated by reference.
Long-term plant hire	CPA Model Conditions 2021 + Tru Plant Supplemental Conditions V4 July 2026 + Long-Term Hire Addendum V1 November 2025	The Addendum applies where the Contract states that the Plant is hired on a long-term basis.
Digital management services	Terms and Conditions of Digital Management V1 May 2026	These apply to digital engineering and machine-control support services. The Hire terms continue to govern any Plant hire.
Workshop or field services	Terms and Conditions of Workshop Services V1 May 2026	These apply to servicing, maintenance, inspection, repairs, diagnostics, emergency call-outs and related work. Hire terms apply separately where Plant is also hired.
More than one service	Each relevant set of terms	A single order may engage more than one section. Read each section relevant to the Plant, personnel or Services being supplied.

2. READ THE CONTRACT DOCUMENTS TOGETHER

- **Start with the commercial particulars.** Check the quotation, order confirmation, Hire Agreement or Contract, Particulars of Hire, description of Plant or Services, rates, minimum period, location and any agreed scope.
- **Then read the applicable terms.** The relevant conditions supplement the commercial particulars and allocate responsibility, risk, payment obligations and operational duties.
- **Check the order of precedence.** Where documents conflict, apply the precedence wording in the section relevant to your instruction. For Plant hire, the Supplemental Conditions prevail over the CPA Model Conditions to the extent of inconsistency. For long-term hire, the Addendum takes precedence where inconsistent.
- **Do not rely on purchase-order wording unless accepted.** Customer terms, qualifications or amendments do not apply unless expressly accepted in writing by Tru Plant in accordance with the Contract.

CUSTOMER CHECKLIST

Use this checklist alongside the full terms. It does not replace any obligation in the Contract.

Stage	Customer action	Key terms to check
Before ordering	Confirm the correct customer entity, scope, Plant or Services, site, dates, rates, minimum hire period, operating-hours allowance and any special requirements. Review insurance requirements and arrange appropriate cover.	Offer/quotation; CPA Conditions 1-3, 13, 18 and 31; Supplemental Conditions 1-6 and 12; relevant service terms.
Before delivery or attendance	Return the signed Contract where required. Provide safe, unobstructed access, suitable ground and accurate site, design, survey, control and equipment information as relevant.	CPA Conditions 4, 7 and 32; Supplemental Conditions 5, 12 and 14; Digital Conditions 5-7; Workshop Condition 3.
On delivery	Inspect the Plant, Blocks or equipment immediately. Notify Tru Plant in writing of any issue within the period stated in the applicable terms. Do not use unsafe or unsatisfactory Plant.	CPA Condition 5; Supplemental Condition 13.5.
During hire or Services	Use competent personnel, follow operating requirements, protect the Plant, permit servicing and inspections, maintain records and do not move, alter, sub-hire or repair without written consent. Verify digital Deliverables before construction use.	CPA Conditions 5, 6, 8, 15, 16, 18, 28 and 33; Digital Conditions 5-9; Workshop Conditions 2-3.
Breakdown, accident or claim	Notify Tru Plant immediately of breakdown or unsatisfactory operation and confirm it in writing. Notify accidents by telephone immediately and confirm in writing within 24 hours. Observe the separate claim-notification provisions for digital Services.	CPA Conditions 9 and 14; Digital Condition 16.
Off-hire or completion	Give written off-hire notice, obtain the required confirmation or off-hire number, make the Plant accessible, clean it and prepare it for collection. Check the special notice requirements and any minimum-period consequences.	CPA Conditions 23-24 and 31; Supplemental Conditions 6, 7 and 12; Long-Term Addendum 3, 7 and 9.
Invoices and queries	Pay within the agreed period and raise any invoice query within the period stated in the applicable terms. Charges may continue where off-hire, access, collection or condition requirements are not met.	CPA Condition 18; Supplemental Condition 4; Digital Condition 10; Workshop Condition 5.

If anything is unclear, ask Tru Plant to confirm in writing which documents apply, the agreed scope and any accepted amendment before delivery, attendance, commencement of Services or use of any Deliverable. Keep the quotation, order confirmation, signed Contract, off-hire confirmation and relevant notices together.

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CPA MODEL CONDITIONS FOR THE HIRING OF PLANT (With effect from October 2021)

(These conditions are not to be used for consumer contracts. A consumer contract is a contract entered into with a person acting in their own capacity and not for or on behalf of any business or trade entity.)

The Hirer's attention is particularly drawn to the Extent of Contract (Condition 2), Acceptance of Plant (Condition 3), Handling of Plant (Condition 8) and limitation of Liability (Condition 12).

1. DEFINITIONS

(a) The **"Contract**" is the Contract between the Owner and the Hirer for the hire of Plant, which incorporates the Offer and is governed by these conditions.

(b) The **"Hire Period"** shall commence when either the Plant leaves the Owner's depot or place where last employed; and shall continue until the Plant is received back at the Owner's named depot or other agreed location. For the avoidance of doubt the Hire Period includes any time the Plant is being transported to or from site; or is left on site during evenings, nights, weekends, or any Holiday Period.

(c) The **"Hirer**" is the Company, firm, person, Corporation, or public authority taking the Owner's Plant on hire and includes their successors or personal representatives.

(d) **"Holiday Period"** covers any cessation of work over Easter, Christmas, and the New Year, as well as any other Bank or Public holidays.

(e) **"Offer"** is the Owner's offer to hire the Plant to the Hirer 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.

(f) The **"Owner"** is the Company, firm or person letting the Plant on hire and includes their successors, assignees, or personal representatives.

(g) **"Plant"** covers all classes of Plant, or replacement Plant, machinery, vehicles, equipment, accessories, and any ancillary items, welfare units, accommodation, vehicles, or equipment therefor, which the Owner agrees to hire to the Hirer including any personnel, or anything which is supplied by the Owner to effect the hire, and anything supplied by the Owner for the safe operation and routine inspection and maintenance of the Plant.

(h) A **"Working Day"** shall be from 8.00 am to 4.30 pm, Monday to Thursday, and 8.00 am to 3.30 pm, on Friday allowing a half-hour lunch break each day, unless otherwise specified in the Contract.

(i) A "**Working Week"** covers the period from 8.00 am on Monday to 3.30 pm on Friday, unless otherwise specified in the Contract.

2. EXTENT OF CONTRACT

No terms, conditions, or warranties other than as specifically set forth in the Offer shall be deemed to be incorporated or to form part of the Contract or shall otherwise govern the relationship between the Owner and the Hirer in relation to the hire of any particular Plant pursuant to the Offer. This excludes all other terms or conditions which the Hirer may seek to apply under any order or acknowledgement or acceptance or similar document and supersedes all prior negotiations, representations, or agreements, whether written or oral unless and to the extent that they are expressly accepted in writing and signed by the Owner. The Owner and the Hirer do not intend that any of the terms of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to the Contract, except that a person who is a successor to or an assignee of the rights of the Owner is deemed to become a party to the Contract after the date of succession or assignment (as the case may be).

3. ACCEPTANCE OF PLANT

Acceptance of the Plant or any personnel supplied by the Owner on site implies acceptance of all terms and conditions herein unless otherwise previously agreed in writing.

4. UNLOADING AND LOADING

The Hirer shall be responsible for the unobstructed access and egress to the site, and where applicable any access road to the site and, unless otherwise agreed in writing, for unloading and loading of the Plant at the site or on the access road; and any personnel supplied by the Owner for such unloading and/or loading shall be deemed to be under the direction and control of the Hirer. Such personnel shall for all purposes in connection with their employment in the unloading and/or loading of the Plant be regarded as the servants or agents of the Hirer (but without prejudice to any of the provisions of clause 13) who shall be solely responsible for all claims arising in connection with unloading and/or loading of the Plant by, or with the assistance of, such personnel.

5. DELIVERY IN GOOD ORDER AND MAINTENANCE: INSPECTION REPORTS

(a) Unless written notification is received by the Owner within 24 hours from the commencement of the Hire from the Hirer, the Plant shall be deemed to be in good order, save for either an inherent fault or a fault not ascertainable by reasonable examination, in accordance with terms of the Contract and to the Hirer's satisfaction, provided that where the Plant requires to be erected on site, the periods stated above shall be calculated from the date of completed erection of Plant. The Hirer shall be responsible for the safe keeping of the Plant, its use in a workmanlike manner within the manufacturer's rated capacity and in accordance with the manufacturer's and/or the Owner's recommendations, and its return on the completion of the Hire Period in equal good order (fair wear and tear excepted).

(b) The Hirer shall at all times when hiring Plant without the Owner's operator or driver take all reasonable steps to keep themselves acquainted with the state and condition of the Plant. If such Plant is continued at work or in use in an unsafe and unsatisfactory state or environment, the Hirer shall be solely responsible for any damage, loss, cost, expense, or accidents whether directly or indirectly arising therefrom.

(c) Any inspection report required under the relevant legislation, or a copy thereof, shall be supplied by the Owner, if requested by the Hirer, and returned on completion of the Hire Period.

6. SERVICING AND INSPECTION

The Hirer shall at all reasonable times allow the Owner, the Owner's agents, or insurers to have access to the Plant to inspect, test, adjust, repair, or replace the same. The Hirer shall allow such access during the Working Day. The Owner reserves the right to charge the Hirer for any inspection or maintenance work carried out on the Plant during the hire period.

7. GROUND AND SITE CONDITIONS

(a) The Hirer is deemed to have knowledge of the site, the site's access road, the property or land where the Plant is to be delivered or collected, loaded or unloaded, to work on, travel over, be transported over, be erected or dismantled on is suitable for the use of such Plant, and any electronic interference which may affect the Plant.

(b) Subject to 7(a), if, in the opinion of the Hirer, the ground (including any private access road or track) is soft or unsuitable for the Plant, then the Hirer shall supply and lay suitable support in a suitable position for the Plant.

(c) Any suitable support supplied by the Owner is provided solely to assist the Hirer under their duties within clause 7(b) and expressly not to relieve the Hirer of their legal, regulatory, or contractual obligations to ensure adequate stability of the Plant.

(d) The Hirer is responsible for the protection of, and liable for any damage to, any underground, surface or above ground services and utilities including, but not limited to cables, ducts, water pipes and gas lines, and any pavements, bridges, tunnels, and roadways on or adjacent to the site and the Hirer shall liaise as necessary and comply with all requirements of the relevant statutory authority or similar body.

8. HANDLING OF PLANT

(a) 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 such person shall be under the direction and control of the Hirer. 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 servants or agents of the Hirer (but without prejudice to any of the provisions of clause 13) and the Hirer shall be solely responsible for all site costs and claims arising in connection with the operation of the Plant by the said drivers/ operators/persons.

(b) The Hirer shall not allow any other person to operate such Plant without the Owner's prior written consent.

(c) Such drivers or operators or persons shall not operate any other plant or machinery or undertake work other than that for which they are supplied by the Owner unless previously agreed in writing between the Owner and the Hirer.

9. BREAKDOWN, REPAIRS AND ADJUSTMENT

(a) Any breakdown or the unsatisfactory working of or damage to any part of the Plant must be notified immediately to the Owner and confirmed in writing. Any claim for breakdown time will only be considered from the time and date at which written notification is received and acknowledged by the Owner.

(b) Full allowance for the hire charges set out in the Offer will be made to the Hirer for any stoppage due to breakdown of the Plant caused by the development of either an inherent fault or a fault not ascertainable by reasonable examination or fair wear and tear and for all stoppages for normal running repairs in accordance with the terms of the Contract.

(c) The Hirer shall not repair, modify, or alter the Plant without the prior written permission of the Owner (including without limitation the changing or repair of any tyre/puncture). The Hirer is responsible for all costs incurred in the changing or replacement of any tyre (which must be of an equivalent specification) as approved by the Owner and for the repair of any puncture.

(d) The Hirer shall be responsible for all expense involved arising from any breakdown, unsatisfactory working of or damage to any part of the Plant due to the Hirer's negligence, misdirection, or misuse of the Plant, whether by the Hirer or their servants, and for the payment of hire at the idle time rate as defined in clause 25, during the period the Plant is necessarily idle due to such breakdown, unsatisfactory working or damage. The Hirer is responsible for the cost of spares and/or repairs due to theft, loss, or vandalism of the Plant. The Owner will be responsible for the cost of repairs, inclusive of the cost of spares, to the Plant involved in breakdown from all other causes.

10. OTHER STOPPAGES

No claims will be admitted (other than those allowed for under "Breakdown" (clause 9) or for "Idle Time" (clause 25), as herein provided), for stoppages through causes outside the Owner's control, including but not limited to adverse weather and/or ground conditions nor shall the Owner be responsible for the cost or expense of recovering any Plant from soft or unsuitable ground, or a hazardous environment. For the avoidance of doubt, the Hirer shall be responsible for the cost and expense of recovering any Plant from soft or unsuitable ground or a hazardous environment.

11. LOSS OF OTHER PLANT DUE TO BREAKDOWN

Each item of Plant specified in the Contract is hired as a separate unit and the breakdown or stoppage of one or more units or vehicles (whether the property of the Owner or otherwise) through any cause whatsoever, shall not entitle the Hirer to compensation or allowance for the loss of working time by any other unit or units of Plant working in conjunction therewith, provided that where two or more items of Plant are expressly hired together as a unit, such items shall be deemed to be one unit for the purpose of breakdown.

12. LIMITATION OF LIABILITY

Except for liability on the part of the Owner which is expressly provided for in the Contract (including these clauses):

(a) the Owner shall have no liability or responsibility for any loss, or damage of whatever nature due to or arising through any cause beyond the Owner's reasonable control;

(b) the Owner shall have no liability or responsibility, whether by way of indemnity or by reason of any breach of the Contract, breach of statutory duty or misrepresentation or by reason of the commission of any tort (including but not limited to negligence) in connection with the hire, for any of the Hirer's loss of profit, loss of use of the Plant or any other asset or facility, loss of production or productivity, loss of contracts with any third party, liabilities of whatever nature to any third party, and/or any other financial or economic loss or indirect or consequential loss or damage of whatever nature; and

(c) whenever the Contract (including these clauses) provides that any allowance is to be made against hire charges, such allowance shall be the Hirer's sole and exclusive remedy in respect of the circumstances giving rise to the allowance, and such remedy shall be limited to the amount of hire charges which would otherwise be or become due if the allowance in question had not been made.

(d) For the avoidance of doubt, nothing in these conditions limits or seeks to exclude the Owner's liability for claims of death or personal injury caused by the Owner's negligence, fraud or for any other liability for which it is not permitted to seek to limit or exclude by operation of law.

13. HIRER'S RESPONSIBILITY FOR LOSS AND DAMAGE

(a) For the avoidance of doubt, it is hereby declared and agreed that nothing in this clause affects the operation of clauses 4, 5, 8 and 9 of these conditions.

(b) For the duration of the Hire Period (which for the avoidance of doubt includes the time Plant is left on site during a Holiday Period) the Hirer shall, subject to the provisions referred to in sub paragraph (a) be liable for all loss of or damage to the Plant, 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. In the event of loss of or damage to the Plant, hire charges shall be continued at idle time rates as defined in clause 25 until the settlement has been agreed. Payment of the settlement must be made within 21 calendar days of the date of the agreement or idle time charges can be reinstated from the date of that agreement. Should idle time charges be re-instated, the agreed settlement figure remains payable in full.

(c) For the avoidance of doubt, notwithstanding any agreement by the Owner to waive hire charges after any agreed period of use of the Plant, the Hirer's obligations specified under clause 13(b) shall continue for the duration of the Hire Period.

(d) Notwithstanding the above the Hirer shall not be responsible for damage, loss, or injury, subject to clauses 1(b) and 7:

(i) prior to delivery of any Plant to the site (or, where the site is not immediately adjacent to a highway maintainable at the public expense, prior to its leaving such highway) where the Plant is in transit by transport of the Owner or as otherwise arranged by the Owner,

(ii) during the erection and/or dismantling of any Plant where such Plant requires to be completely physically erected/dismantled on site, provided always that such erection/dismantling is under the exclusive control of the Owner or their agent,

(iii) after the Plant has safely been removed from the site, and until it is in transit on a highway maintainable at the public expense (or where the site is not immediately adjacent to a highway maintainable at the public expense including the site's access road, after it has safely joined such highway) to the Owner by transport of the Owner or as otherwise arranged by the Owner (excluding always on such occasion that the Plant is on a Public Highway (or access road) during the currency of the hire and is being utilised by the Hirer)

(iv) where the Plant is travelling to or from a site on a highway maintainable at the public expense (or, where the site is not immediately adjacent to a highway maintainable at the public expense including the site's access road, prior to its leaving or after its joining such highway) under its own power with a driver supplied by the Owner (excluding always on such occasion that the Plant is on a Public Highway (or access road) during the currency of the hire and is being utilised by the Hirer).

14. NOTICE OF ACCIDENTS

If the Plant is involved in any accident resulting in injury to persons or damage to property, immediate notification must be given by the Hirer to the Owner by telephone and confirmed in writing to the Owner no later than 24 hours after such telephone notification. In relation to any claim in respect of which the Hirer is not bound to fully indemnify the Owner, no admission of liability, offer, promise of payment or indemnity shall be made by the Hirer without the Owner's prior written permission.

15. RE-HIRING ETC.

Neither the 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.

16. CHANGE OF SITE

The Plant shall not be moved from the site to which it was delivered or consigned without the prior written permission of the Owner.

17. RETURN OF PLANT FOR REPAIRS

If during the Hire Period, the Owner decides that urgent repairs to the Plant are necessary then the Owner may arrange for such repairs to be carried out on site or at any location of the Owner's nomination. In the event that urgent repairs to the Plant are necessary the Owner shall be obliged to replace the Plant with similar Plant if available, the Owner (but without prejudice to any of the provisions of clauses 9 and/ or 13) paying all transport charges involved. In the event of the Owner being unable to replace the Plant the Owner shall be entitled to terminate the Contract forthwith (but without prejudice to any of the provisions of clauses 9 and/or 13) by giving written notice to the Hirer. If such termination occurs:

(a) within three months from the commencement of the Hire Period, the Owner (but without prejudice to any of the provisions of clauses 9 and/or 13) shall pay all transport charges involved, or,

(b) more than three months from the commencement of the Hire Period, the Owner (but without prejudice to any of the provisions of clauses 9 and/or 13) shall be liable only for the cost of reloading and return transport.

18. BASIS OF CHARGING

(a) The Hirer shall render to the Owner for each Working Week an accurate statement of the number of hours the Plant has worked each day. When any personnel, operator or driver is supplied by the Owner, the Hirer shall sign their time record sheets. The signature of the Hirer's representative shall bind the Hirer to accept the hours shown on the time records sheets. Where applicable, the Plant's telematics may be checked against the Hirer's statement or operator's signed timesheet, should any conflict arise, then the telematics will take precedence over all other records. (If there is any conflict between the signed timesheet and any other record taken, then the signed timesheet takes precedence.)

(b) The Hirer shall be charged for any toolbox talks, briefings, inductions, mandatory training which the Owner's personnel have to attend prior to or when working on the Hirer's site.

(c) Full allowance will be made for breakdown periods resulting from mechanical or electrical faults or absence of driver or operator supplied by the Owner except where breakdown is due to acts or omissions of third parties and/or the Hirer's misuse, misdirection or negligence, subject however to the provisions of clause 8 of these conditions.

(d) Breakdown time in respect of such periods shall be allowed for not more than the Working Day less the actual hours worked.

(e) Plant shall be hired out either:

(i) for a stated minimum number of hours per Working Day or per Working Week or,

(ii) without any qualification as to minimum hours. Odd days at the beginning and at the end of the Hire Period shall be charged pro rata.

(f) Stoppages due to changing of tyres and repairs to punctures will be chargeable as working time up to a maximum of 2 hours for any one stoppage and any excess will be charged for at the appropriate idle time rates.

(g) In the case of Plant which is required to be dismantled for the purpose of transportation, if the Owner agrees to a modification of the hire charge for the period required for assembling on site and dismantling upon completion of the Hire Period, such modification of the hire charge and the Hire Period for which it shall apply shall be stated in the Offer/Contract.

(h) The Hirer shall pay the Owner's invoice within 30 days net unless otherwise agreed.

(i) Any query with the Owner's invoice must be raised in writing by the Hirer within 14 calendar days of receiving the invoice.

(j) The Owner in their absolute discretion may agree to accept electronic records and data as an alternative to written statements of the number of hours, time record sheets and other information related to charging that the Hirer is required to provide to the Owner. Such electronic records and data may include but is not limited to telematics automatically generated by the plant and electronic logbooks.

19. PLANT HIRED ON A DAILY BASIS WITHOUT QUALIFICATION AS TO HOURS

The full daily rate will be charged on a daily basis irrespective of the hours worked except in the case of breakdown for which the Owner is responsible, when the actual hours worked will be charged pro rata of the average Working Day. No hire charge shall be made for Saturday and/or Sunday unless at the Hirer's request, the Plant is actually worked or has been delivered to site or is on standby. The Hirer must inform the Owner if the Plant is going to be used at these times.

20. PLANT HIRED BY THE WEEK OR MONTH WITHOUT QUALIFICATION AS TO HOURS

The weekly or monthly rate shall be charged irrespective of the number of hours worked, except in the case of breakdown for which the Owner is responsible when an allowance pro rata of the agreed weekly rate or pro rata of the agreed monthly rate will be made for each full Working Day broken down calculated to the nearest half Working Day.

21. PLANT HIRED BY THE WEEK OR MONTH WITH QUALIFICATION AS TO HOURS

The full hire for the period in the Contract will be charged as per the Working Day or Working Week and an additional pro rata charge will be made for hours worked in excess of such period. An allowance will be made for breakdowns for up to the entirety of that Working Day providing always that where the actual hours worked are in excess of the breakdown time, the actual hours worked shall be chargeable. Idle time for this purpose shall be treated as actual working time. An allowance may be made for any Holiday Period that falls within the Working Day or Working Week, provided that the Plant is not available for the Hirer to use during that time.

22. "ALL-IN" RATES

Where "All-In" rates are charged by agreement the minimum period shall be as defined in the Contract and in accordance with the hire rates and terms contained therein, subject to the provisions of clause 26.

23. PERIOD OF CHARGING

(a) Within the Hire Period, an allowance may be made of not more than 1 day's hire charge each way for travelling time. If the Plant is used on the day of travelling, full hire rates shall be paid for the period of use on that day. If more than 1 day is properly and unavoidably occupied in transporting the Plant, a hire charge at idle time rates shall be payable for such extra time, provided that where Plant is hired for a total period of less than one Working Week, the full hire rate shall be paid from the date of despatch to the date of return to the Owner's named depot or other agreed location.

(b) Should the Hirer delay the commencement of the Hire Period for whatever reason, then the Owner reserves the right to charge the Hirer the idle time rate as defined in clause 25 for the intervening period

(c) If the Plant is not made available for collection as agreed between the parties, such Plant shall be deemed with immediate effect to be placed back on hire. The Hirer shall be responsible for the safekeeping of the Plant in accordance with clause 13, and for all the reasonable costs and expenses incurred by the Owner in seeking to collect such Plant.

(d) Upon the completion of the Hire Period, the Hirer shall clean and where necessary, decontaminate the Plant. All fuel and contaminates will be removed from bunds, storage tanks and bowsers. The Hirer shall be liable for any costs, liabilities and expenses incurred by the Owner should the Hirer fail to comply with this clause.

24. HIRER'S LIABILITY DURING THE NOTICE OF TERMINATION OF CONTRACT

(a) Where the intended duration of the hire of the Plant is indeterminate or having been defined becomes indeterminate the Contract shall be terminable by 7 working days' notice in writing given by either party to the other except in cases where the Plant has been lost or damaged. Notwithstanding that the Owner may have agreed to accept less than 7 working days' notice of termination, the Hirer's obligations under clause 13 shall continue until the Plant is returned to the Owner in accordance with clause 31 or until the Owner has collected the Plant within the 7 working days following the acceptance of short notice. Oral notice given by the Hirer to the Owner's driver or operator shall not be deemed to constitute compliance with the provisions of this clause.

(b) Without prejudice to clause 24(a), should the Hirer fail to make the Plant available for collection by the Owner before the end of the 7 working days' notice, the Hirer's obligations under clause 13 shall continue for a further 3 working days or until such time as the Plant is made available for collection and the Owner has collected the Plant. For the avoidance of doubt, where the Hirer gives a notice pursuant to clause 24(a) but subsequently and with the consent of the Owner, withdraws such notice, the obligations of clause 13 shall continue to apply and the requirements of clause 24 will apply to any later termination of the Contract.

(c) If the Hirer terminates the Contract before the Hire Period commences, then the Hirer is liable for all reasonable costs and charges incurred by the Owner or to which the Owner is committed at the time of termination.

(d) Should the Hirer terminate the Contract once the Hire Period has commenced, the Owner reserves the right to charge the Hirer the balance of the Contract. Where the Hire Period has not commenced but insufficient notice of cancellation is provided by the Hirer to allow the Owner to mitigate the effects of late cancellation, the Owner reserves the right (at its absolute discretion) to charge the Hirer the full balance of the charges for the Hire Period.

(e) The Hirer may off-hire the Plant by written notification via an electronic device or application (app.). This off-hire will only be accepted by the Owner, provided the Owner issues an off-hire confirmation to the Hirer.

25. IDLE TIME

When the Plant is prevented from working for a complete Working Week, the hire charges shall be two thirds of the hire rate or such other idle time rate as is agreed in writing by the Owner for the period during which the Plant is not in use. 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). Where an "All-In" rate is charged, idle time is calculated on the machine element only. Full rate will be charged for the operator.

26. WAGES AND OTHER CHARGEABLE ITEMS RELATING TO DRIVERS AND OPERATORS OF PLANT

All chargeable items shall be paid by the Hirer at the rates set out in the Contract save that any subsequent increases before and/or during the Hire Period arising from awards under any wage agreements and/or from increases in the Owner's statutory contribution shall be charged as additions at cost by the Owner and shall be admitted and paid by the Hirer.

27. TRAVELLING TIME AND FARES

Travelling time, fares and similar expenses for drivers, operators and any person supplied by the Owner, incurred at the beginning and end of the Hire Period and where appropriate return fare of the driver, operator and any person supplied by the Owner to their home may be chargeable at cost. No charge shall be made by the Owner for any such expenses incurred by other employees of the Owner for the purpose of servicing, repair, or maintenance of Plant, unless necessitated by the Hirer's negligence, misdirection, or misuse of the Plant.

28. FUEL, OIL AND POWER

(a) Fuel, fuel additives or power shall when supplied by the Hirer and where instructed or specified by the Owner, be of a grade and type specified. The Hirer shall be solely responsible for all damages, losses, costs, and expenses incurred by the Owner if the Hirer fails to supply, maintain, or use the wrong/contaminated fuel, fuel additives or power rating.

Fuel, fuel additives or power when supplied by the Owner, to be charged at an agreed cost.

(b) If the Plant requires an electrical supply to either safely operate or recharge, then the Hirer will be responsible for the cost of providing the correct electrical supply, which will be available prior to the Plant's delivery, and continue until the Plant has left the site. The Hirer shall ensure that all current Health and Safety and other applicable legislation and industry guidance is complied with including fitting, testing and inspection of the supply. The Hirer will indemnify the Owner against any and all damages, losses, or claims should the Hirer fail to do so.

29. SHARPENING OF DRILLS/STEELS ETC.

The cost of re-sharpening or replacement of drill bits, blades, bucket teeth and other ancillary items shall be borne by the Hirer.

30. OWNER'S NAME PLATES

The Hirer shall not remove, deface, or cover up the Owner's name plate or mark on the Plant indicating that it is the Hirer's property, without the prior written permission of the Owner.

31. TRANSPORT

The Hirer shall pay the cost of and if required by the Owner, arrange transport of the Plant from the Owner's depot or other agreed location to the site and return to the Owner's named depot or other agreed location on completion of the Hire Period.

32. GOVERNMENT REGULATIONS

(a) The Hirer will be responsible for compliance with all relevant legislation, regulations, instructions, or guidance issued by the Government, Government Agencies, Local Authorities, statutory regulators, and Public/Corporate Bodies established by Parliament/Government including (without limitation) regulations under the Bribery Act, the Civil Aviation Act, the Construction (Design and Management) Regulations, the Environmental Acts, Factories Acts, the General Data Protection Regulation (GDPR), the Health and Safety at Work, etc. Act and observance of the Road Traffic Acts should they apply, including the cost of road fund licences and any insurances made necessary thereby, save that if and during such time as the Plant is travelling, whether for full or part journey from Owner to site and site to Owner under its own power with a driver supplied by the Owner, the Owner and not the Hirer shall be responsible as aforesaid.

(b) For the avoidance of doubt, the Hirer shall indemnify the Owner against any and all charges, fines, or losses that the Owner may become liable for as a result of the Hirer utilising the Plant during the Hire Period.

33. PROTECTION OF OWNER'S RIGHTS

The Hirer shall not re-hire, sell, mortgage, charge, pledge, part with possession of or otherwise deal with the Plant except as provided under clause 15 and shall protect the same against distress, execution or seizure and shall indemnify the Owner against all losses, damage, costs, charges, and expenses arising as a direct result of any failure to observe and perform this condition except in the event of Government requisition.

34. TERMINATION AND SUSPENSION

(a) The Owner may terminate the Contract forthwith by written notice to the Hirer if one or more of the following events occur:

(i) The Hirer defaults in punctual payment of any sum due to the Owner for hire of Plant or other charges payable pursuant to these conditions and fails to remedy such default within 10 working days or such other period as might be considered reasonable under the circumstances upon receiving written notice requiring it to do so;

(ii) The Hirer 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;

(iii) The Hirer suffers, or the Owner reasonably believes that the Hirer shall suffer, any distress or execution to be levied against them;

(iv) The Hirer 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; or

(v) The Hirer does or causes to be done or permit or suffer any act or thing whereby the Owner's rights in the Plant may be prejudiced or put into jeopardy.

(b) In the event of termination under sub-paragraph (a) above:

(i) The Hirer must give the Owner or the Owner's agents, immediate unobstructed access to recover the Plant.

(ii) The Owner shall be entitled to claim the hire charges outstanding as at the date of termination of the hire under this clause and return transport charges under clause 31.

(c) The rights under sub-paragraph (a) and (b) above:

(i) May be exercised notwithstanding that the Owner may have waived some previous default or matter of the same or a like nature.

(ii) Shall not affect the Owner's right to claim damages for breach of Contract or recover any sums due under the Contract as a debt.

(d) If the Hirer does not make payment of a sum by the final date on which payment is due to be made, the Owner has the right to suspend performance of its obligations under the Contract. The right to suspend may not be exercised without first giving to the Hirer at least 7 working days' notice in writing of the Owner's intention to suspend performance, stating the ground or grounds on which the Owner intends to suspend performance. The right to suspend performance will cease when the Hirer makes payment in full of the amount due.

35. CHANGES IN NORMAL WORKING WEEK

The foregoing provisions have been framed upon the basis of the Hirer working a 5-day week of 39 hours; it is hereby agreed that in the event of:

(a) there being any agreed change in the normal weekly hours in the industry in which the Hirer is engaged or,

(b) the Contract being made with reference to a 5-day week of other than 39 hours. Clauses 1(h) and (i), 18(d) and (e), 20 and (in regard to breakdown allowance and reduction for statutory holidays) 21 shall be deemed to be modified conformably and in the event of an alteration in the normal weekly working hours in the said industry the "Hire Rates and Terms" of Plant hired for a minimum weekly or daily period shall be varied pro rata.

36. DISPUTE RESOLUTION

(a) The Owner will determine which court will have exclusive jurisdiction and interpretation of the law for this Contract be it governed by the country where the Owner's Head Office or site is located.

(b) Both parties to the Contract have a right to refer any difference or dispute arising under or in connection with the Contract to adjudication and the procedure set out in Part 1 of the Scheme for Construction Contracts (England and Wales) Regulations 1998 or such equivalent legislation which confers on the parties the statutory right to adjudicate within the relevant jurisdiction (or any amendment or re-enactment thereof for the time being in force) will apply. The person (if any) specified in the Contract to act as adjudicator may be named in the Offer. The specified nominating body to select adjudicators shall be the Construction Plant- hire Association acting by its President or Chief Executive for the time being.

(c) The Owner and the Hirer shall comply forthwith with any decision of the adjudicator; and shall submit to summary judgment and enforcement (and/or, under Scots law, shall consent to a motion for summary decree and submit to enforcement) in respect of all such decisions; in each case, without any defence, set-off, counterclaim, abatement, or deduction. Where, under Scots law, the Owner, the Hirer, or the adjudicator, wishes to register a decision of the adjudicator for execution in the Books of Council and Session, any other party shall, on being requested to do so, forthwith consent to such registration by subscribing the decision before a witness.

37. LATE PAYMENTS

The Owner reserves the right to charge the Hirer for the late payment of any outstanding invoices under the Late Payment of Commercial Debts (Interest) Act 1998, or any subsequent legislation.

38. SEVERABILITY

If any of these clauses are held to be unlawful, void, or unenforceable, then that clause will be deemed severable and will not affect the validity and enforceability of the remaining clauses, to the extent permitted by law.

SUPPLEMENTAL CONDITIONS V4 JULY 2026

(To be read in conjunction with the CPA Model Conditions for the Hiring of Plant, October 2021. For long-term hires as stated in the Contract, the Long-Term Hire Addendum shall apply in addition to these conditions.)

1. DEFINITIONS

(a) **"Contract"** means the entire agreement between the Owner and the Hirer for the hire of Plant, comprising:

(i) the Offer;

(ii) the CPA Model Conditions for the Hiring of Plant (October 2021);

(iii) the Supplemental Conditions;

(iv) any Long-Term Hire Addendum or other addenda; and

(v) the Particulars of Hire.

For the avoidance of doubt, the Contract includes all terms, conditions, schedules, and documents incorporated by reference, and together they constitute the entire legal agreement governing the hire of Plant.

(b) **"Agreement"** means the contract entered into between the Hirer and the Owner, comprising this Agreement, the Contract and documents referred to in the Agreement and the Terms and Conditions.

(c) **"Bribery Act"** means the Bribery Act 2010, as may be amended from time to time

2. PRECEDENCE OF CONDITIONS

(a) These Supplementary Conditions shall form part of and be read together with the CPA Model Conditions for the Hiring of Plant (With effect from October 2021(the **"Model Conditions"**).

(b) In the event of any conflict or inconsistency between these Supplemental Conditions and the Model Conditions, the provisions of these Supplemental Conditions shall prevail to the extent of such conflict or inconsistency.

(c) Except as expressly varied or supplemented by these Supplemental Conditions, all terms and conditions of the Model Conditions shall remain in full force and effect.

3. INTERPRETATION

(a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

(b) Any phrase introduced by the terms including, include, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

(c) A reference to writing or written includes email.

(d) The headings, notes and footnotes are included for convenience only and shall not affect the interpretation of the Contract.

(e) The singular includes the plural and vice versa

4. PAYMENTS

(a) The Hirer shall make all payments due under the Contract without any deduction whether by way of set-off, withholding, counterclaim, discount, abatement or otherwise.

(b) Unless otherwise expressly provided in the Hire Agreement, the Owner will render a monthly invoice to the Hirer during the Hire Period and a weekly invoice to the Hirer for off-hired Plant in respect of any sums due under the provisions of the Contract; and

(c) Unless otherwise expressly provided in the Hire Agreement, the Owner will render a weekly invoice to the Hirer during the Hire Period for operated plant in respect of any sums due under the provisions of the Contract; and

(d) The Hirer warrants that payment shall be made within 30 days of receipt of the invoice to a bank account nominated in writing by the Owner from time to time

5. HOURS OF HIRE, BASIS OF CHARGING FOR OPERATED PLANT, AND OPERATOR-ONLY HIRE

5.1 OPERATED PLANT

(a) Unless otherwise expressly agreed in writing, operated plant shall be supplied to the Hirer on the basis of a minimum of nine (9) hours' operation per day during the Hire Period.

(b) Hire charges for operated plant shall be calculated on this basis or, where the actual hours of operation exceed nine (9) hours on any day, by reference to the total number of hours during which the operated plant was operated.

(c) Any period during which the operated plant is prevented from working due to weather conditions, breakdown not resulting from the Hirer's negligence, or any other cause beyond the reasonable control of the Owner shall be treated in accordance with Condition 25 of the CPA Model Conditions.

5.2 OPERATOR-ONLY HIRE

Where the Hirer engages the Owner to supply personnel only, without associated plant, the following provisions apply:

(a) The Owner may supply operators, drivers, or other personnel ("Personnel") on an operator-only basis. For the purposes of the Contract, such Personnel shall be treated as "Plant" in accordance with Clause 1(g) of the CPA Model Conditions unless otherwise expressly agreed in writing.

(b) All Personnel supplied on an operator-only basis shall, from arrival on site, operate under the full direction, supervision, and control of the Hirer, in accordance with Clause 8(a) of the CPA Model Conditions. The Hirer is responsible for all method statements, risk assessments, task instructions, and safe systems of work associated with the Personnel's activities.

(c) The Hirer shall be responsible for ensuring a safe working environment and for complying with all applicable legal, statutory, regulatory, and site-specific obligations.

The Hirer shall indemnify the Owner for any loss, damage, claims, or liabilities arising out of or in connection with the work undertaken by Personnel supplied on an operator-only basis, in accordance with Clauses 8 and 13 of the CPA Model Conditions. The Hirer shall maintain adequate insurance to cover all such liabilities.

(d) Unless otherwise agreed in writing, Personnel supplied on an operator-only basis shall be charged in accordance with the charging structure applicable to operated plant, including:

(i) minimum daily hire periods;

(ii) hourly or overtime rates;

(iii) travel time, travel expenses, subsistence, and site-related charges;

(iv) any increases resulting from wage agreements and statutory employer

contributions pursuant to Clause 26.

(e) Personnel shall undertake only those tasks for which they are provided and competent. The Hirer shall not instruct Personnel to operate machinery, plant, vehicles, or equipment for which they are not supplied or certified without the Owner's prior written consent.

(f) Nothing in the Contract shall be construed as creating or implying an employment relationship between the Hirer and any Personnel supplied on an operator-only basis. All Personnel remain employees, workers, or subcontractors of the Owner.

6. MINIMUM HIRE PERIODS

(a) Unless stated otherwise in the particulars of the Contract, the minimum hire period for any Plant provided under this Hire Agreement and Contract shall be;

(i) All plant hires are a minimum of 1 week's hire charge; and

(ii) Dozers of D5 size and up are a minimum of 2 weeks' hire charge; and

(iii) 30-ton excavators and up are a minimum of 2 weeks' hire charge; and

This period commences from the date the Plant is delivered to the Hirer's Site.

7. OFF-HIRE NOTICE PERIODS

(a) The Hirer must provide written notice to the Owner of the intention to off-hire.

(b) The minimum notice period the Hirer must provide the Owner for off-hiring Plant shall be;

(i) 24 hours' notice of off-hire otherwise an additional day's hire will be charged; and

(ii) 2 business days' notice for Plant requiring a movement order to transport of off-hire otherwise an additional 2 day's hire will be charged; and

(iii) Off-hire periods shorter than these durations will not be recognised.

(c) Upon notification of off-hire, the Owner reserves the right to inspect the Plant to confirm its condition. The Hirer will remain responsible for the Plant until such inspection is completed and accepted by the Owner.

8. ASSIGNMENT AND OTHER DEALINGS

(a) The Owner may at any time sub-contract, assign, or transfer the Owner's rights and obligations to a third party or obtain a mortgage or charge in respect of the Contract.

(b) The Hirer may not assign or transfer the Hirer's rights or obligations under this Contract to a third party or subcontract any or all of the Hirer's rights or obligations under the Contract without the Owner's prior written consent.

9. ENTIRE AGREEMENT.

(a) The Contract constitutes the entire agreement between the Hirer and the Owner, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and

understandings between them, whether written or oral, relating to its subject matter.

(b) No variation of the Contract shall be effective unless it is agreed by the Owner in writing and signed by a director of the Owner.

(c) Each party agrees that the only rights and remedies available to it arising out of or in connection with any warranties, statements, promises or representations will be for breach of contract and irrevocably and unconditionally waives any right it may have to any claim, rights or remedies including any right to rescind the Contract which it might otherwise have had in relation to them.

(d) If any provision or part-provision of the Contract is or becomes deemed invalid, illegal or unenforceable, the provision shall be modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.

10. NOTICES

(a) Any notice or other communication given by the Owner or the Hirer under or in connection with the Contract shall be in writing. Such notice to be sent to the Owner's registered office and to the Hirer's address set out on the Hire Agreement and shall be delivered personally or sent by pre-paid first-class post or other next working day delivery service.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Condition 10(a) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.

(c) The provisions of this Condition shall not apply to the service of any proceedings or other documents in any legal action.

(d) No one other than a party to the Contract and its permitted assignees shall have any right to enforce any of its terms.

(e) The Owner has no liability, and reserves the right to suspend or cancel the Contract in whole or in part (without liability to the Hirer), if it is prevented from or delayed in the carrying out of its obligations under the Contract due to any circumstances outside the control of either party including, without limitation, acts of God, flood, lightning, war, revolution, pandemic or epidemic, act of terrorism, riot or civil commotion, strikes, lock outs or other industrial action (whether of the Owner's own employees or others), failure of supplies of power, fuel, transport, equipment, raw materials or other goods or services (an **"Event of Force Majeure"**) provided that, if the Event of Force Majeure continues for a continuous period in excess of 90 days, the Hirer shall be entitled to give notice in writing to the Owner to terminate the Contract.

11. GOVERNING LAW AND JURISDICTION

(a) The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

(b) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

12. GENERAL

(a) Plant must be off-hired in writing, and an off-hire number must be provided.

(b) Tracks must be dug out before collection. Failure to comply will result in a £100 + VAT cleaning fee.

(c) Dumper skips must be cleaned upon collection, or cleaning charges of £150 + VAT will apply.

(d) The fuel recharge rate may differ from the rate stated above and will be determined at the time of off-hire

(e) Unless otherwise agreed in writing, the Hirer is responsible for insuring against liabilities under conditions 8 and 13 of the CPA Model Conditions October 2021

(f) All operator charges will be billed at the current rates in effect at the time the work is carried out, including any increases resulting from wage agreements and/or employer statutory contributions (see condition 26).

(g) The direction, risk assessments, and method statements for operated plant are the sole responsibility of the hirer (see condition 8(a) of the CPA Model Conditions October 2021).

(h) If the Hirer accepts the Plant or any personnel supplied by the Owner on Site without signing this Hire Agreement, such acceptance will be regarded as full acceptance of this Hire Agreement.

13. INTERLOCKING CONCRETE BLOCK HIRE

13.1 APPLICATION

These conditions apply to the hire of all interlocking concrete blocks, precast concrete lego blocks, retaining wall blocks, storage bay blocks, barriers and similar precast concrete units supplied by the Owner (**"Blocks"**).

13.2 OWNERSHIP

The Blocks remain the sole property of the Owner at all times and no title or ownership shall pass to the Hirer.

13.3 DESIGN RESPONSIBILITY

(a) The Owner supplies the Blocks for hire only.

(b) The Owner has no responsibility for the design, specification, suitability, stability, structural performance or compliance of any wall, bay, foundation, barrier, retaining structure or other arrangement constructed using the Blocks.

(c) The Hirer is solely responsible for:

(i) design;

(ii) loading calculations;

(iii) structural checks;

(iv) ground bearing capacity;

(v) drainage;

(vi) installation methods;

(vii) compliance with all applicable legislation and standards;

(d) Any advice, guidance, drawings, illustrations or recommendations provided by the Owner are provided for information only and shall not be relied upon as design advice.

13.4 SUITABILITY FOR PURPOSE

The Owner gives no warranty and/ or guarantees that the Blocks are suitable for any particular purpose or application and the Hirer shall satisfy itself as to suitability before use.

13.5 CONDITION OF BLOCKS

(a) The Hirer shall inspect the Blocks immediately upon delivery.

(b) Unless written notice is received within 24 hours of delivery, the Blocks shall be deemed accepted.

(c) Minor chips, marks, surface wear, staining, colour variation and cosmetic imperfections shall not constitute defects.

13.6 ALTERATIONS

The Hirer shall not drill, cut, cast lifting anchors into, modify, burn, weld to, or otherwise alter any Block without the prior written consent of the Owner. Any Block so modified shall be deemed damaged beyond fair wear and tear and charged at replacement value.

13.7 CONTAMINATION AND RECOVERY

(a) The Blocks shall be returned free from contamination and in a condition suitable for further hire.

(b) The Hirer shall be responsible for all costs associated with cleaning, repair, recovery or replacement arising from damage, contamination, misuse, loss or theft.

(c) At the end of the Hire Period the Hirer shall ensure the Blocks are accessible for collection and not incorporated into permanent works.

13.8 LIFTING AND DELIVERY OPERATIONS

(a) The Hirer shall be solely responsible for all lifting, delivery, collection, loading, unloading, handling, movement and positioning of the Blocks and for compliance with all applicable legislation, regulations and industry guidance.

(b) The Owner does not undertake the role of Appointed Person, Lift Supervisor or any other duty holder in connection with lifting operations.

(c) The Hirer shall ensure that suitable lifting equipment, accessories and methods are used and that all Blocks are inspected prior to lifting and shall not rely upon any cast-in lifting point, lifting anchor or recess unless it is specifically identified by the manufacturer as suitable for lifting and the Hirer has verified its suitability prior to use.

(d) The Owner gives no warranty as to the suitability of any lifting method, equipment or accessories selected by the Hirer.

(e) The Owner shall have no liability for any loss, damage, injury, structural failure or claim arising from the lifting, handling or movement of the Blocks.

13.9 LIMITATION OF LIABILITY

Without prejudice to Clause 12 of the CPA Conditions, the Owner shall have no liability arising from:

(i) the design of any structure constructed using the Blocks;

(ii) structural failure;

(iii) settlement or ground movement;

(iv) installation methods;

(v) statutory compliance;

(vi) loss of use;

(vii) delay;

(viii) loss of profit; or

(ix) indirect or consequential loss.

14. CONFIRMATION AND ACCEPTANCE

(a) The Hirer must return a signed copy of the Plant Hire Contract before delivery of any Plant, Blocks, equipment, whether operated or not.

(b) Acceptance of Plant, Blocks and equipment without a signed Contract shall be deemed full acceptance of the Contract, CPA Model Conditions 2021 and these Supplemental Conditions.

LONG-TERM HIRE ADDENDUM V1 NOVEMBER 25

(To be read in conjunction with the Supplemental Conditions V4 July 2026 and the CPA Model Conditions, October 2021)

1. DEFINITIONS

(a) **"Addendum"** means this Long-Term Hire Addendum, including all sections and provisions incorporated into the Contract governing long-term hire rates, periods, and obligations.

(b) **"Excess Hourly Rate"** means the charge per hour for any operating hours above the maximum hours stated in the Particulars of Hire Contract.

(c) **"Tier A rate"** means the discounted weekly hire rate agreed between the Owner and Hirer for the minimum hire period, as specified in the Particulars of Hire Contract, based on each machine operating up to the maximum hours set out in the Contract.

(d) "**Tier B rate** " means the standard weekly hire rate which applies retrospectively to the entire hire period if the Hirer off-hires the Plant before the minimum hire period, as specified in the Particulars of Hire Contract.

(e) **"Particulars of Hire"** means the particulars in the Contract where all machine-specific, rate-specific, and hire-period-specific information is entered.

(f) **"Force Majeure Event"** means any circumstance beyond the reasonable control of the Owner, including but not limited to acts of God, flood, lightning, war, revolution, pandemic or epidemic, terrorism, riot, civil commotion, strikes, lockouts, or failure of supplies, power, fuel, transport, equipment, raw materials, or services.

2. APPLICATION

This Addendum applies to all Plant hired on a long-term hire basis as stated in the Contract. These provisions supplement the Supplemental Conditions V4 July 2026 Conditions and, where inconsistent, shall take precedence.

3. HIRE RATES AND TIERS

(a) The hire rate applicable to long-term hire shall be as stated in the Contract.

(b) A **Tier A rate** applies only for the Plant hired for the agreed minimum hire period.

(c) If the Plant is off-hired before the minimum period stated in the Contract, the **Tier B rate** will apply for the entire duration of the hire, and the Hirer shall pay any difference between the Tier A and Tier B rates.

4. OPERATING HOURS

(a) Each Plant item is hired based on the maximum operating hours of 2,000 hours or as specified in the Particulars of Hire Contract.

(b) Any hours exceeding the maximum stated in the Contract shall be charged at the Excess Hourly Rate of £7.50 + VAT or as specified in the Particulars of Hire Contract.

5. SERVICING AND MAINTENANCE

(a) All Plant will be serviced and maintained in accordance with the schedule stated in the Particulars of Hire Contract.

(b) The Hirer shall provide reasonable access to the site to facilitate such servicing and maintenance.

6. DELIVERY AND COLLECTION

Delivery to and collection from the Hirer's site shall be as specified in the Contract. The Hirer remains responsible for site access and conditions.

7. MINIMUM HIRE PERIOD

(a) The minimum hire period for each Plant item is as stated in the Particulars of Hire Contract.

(b) Early off-hire does not remove the Hirer's obligation to pay hire charges for the minimum period.

(c) Off-hire shall only be effective once the Owner has inspected the Plant and issued a written acceptance of the off-hire condition, within 24 hours of notification.

8. RENEWAL AND EXTENSION

(a) Any hire continuing beyond the period specified in the Contract will automatically continue on the same terms and rates unless a new written agreement is executed.

(b) The Owner may review and renegotiate rates annually to account for inflation, wage increases, fuel costs, or other operational cost changes.

(c) Either party may terminate an automatic renewal by providing 14 days' written notice prior to the expiry of the current hire period.

9. EARLY TERMINATION

(a) If the Hirer terminates the Contract before the end of the agreed hire period, the Owner may recover:

(i) Any outstanding hire charges (Tier A or Tier B as applicable)

(ii) Any transport, demobilisation, or related costs reasonably incurred due to early termination

(b) Tier B rate applies retroactively to the entire hire period in case of early off-hire, as per Clause 3(c).

10. FORCE MAJEURE

(a) If a Force Majeure Event affects the supply, operation, or delivery of Plant, the Owner may suspend the hire period, with no liability for loss of use or productivity.

(b) Should the Force Majeure Event continue for more than 90 consecutive days, either party may terminate the Contract by giving 7 days' written notice.

11. GOVERNING LAW AND JURISDICTION

This Addendum is subject to the same governing law and jurisdiction as the Contract (see Supplemental Conditions Clause 11).

12. CONFIRMATION

(a) The Hirer must return a signed copy of the Plant Hire Contract before delivery of any Plant, equipment, whether operated or not.

(b) Acceptance of Plant and equipment without a signed Contract shall be deemed full acceptance of the Contract, CPA Model Conditions 2021, these Supplemental Conditions, and this Addendum.

TERMS AND CONDITIONS OF DIGITAL MANAGEMENT V1 MAY 2026

(to be read in conjunction with the CPA Model Conditions for the Hiring of Plant 2021, Tru Plant Supplemental Conditions V4 July 2026 & Long-Term Hire Addendum V1 November 2025)

The Client's attention is particularly drawn to the provisions of: Condition 4(d) No setting-out responsibility, Condition 6 and Condition 7 Limitations relating to Deliverables and GNSS/GPS, Condition 13 Client Default, Condition 14 Liability and Risk Allocation, Condition 15 Client Indemnities and Condition 16 Claims Notification.

1. DEFINITIONS & INTERPRETATION

(a) **"Services"** means machine control support, 3D data preparation, terrain modelling, GNSS/GPS base station set-up, site calibration, remote support, training and associated digital engineering services.
(b) **"Deliverables"** means any models, drawings, files, survey outputs, reports or data produced by the Contractor.
(c) **"Client"** means the company, firm, person or other legal entity that instructs the Services and is responsible for payment.
(d) **"Contract"** means the agreement comprising:
(i) the Contractor's quotation or order confirmation;
(ii) these Terms and Conditions;
(iii) any agreed scope documents.
(e) **"Contractor"** means Tru7 Limited t/a Tru Plant (company number: 00341968) whose registered office is at Sinks Pit Main Road, Kesgrave, Ipswich, IP5 2PE, including its employees, agents and subcontractors.

In the event of conflict, these Terms prevail for Services, and CPA Model Conditions for the Hiring of Plant 2021, Tru Plant Supplemental Conditions V4 July 2026 & Long-Term Hire Addendum V1 November 2025 prevail for hire.

2. BASIS OF CONTRACT & ENTIRE AGREEMENT

(a) The Client's order constitutes an offer to purchase Services in accordance with these Conditions.
(b) The order shall only be deemed accepted when the Contractor issues written acceptance or otherwise commences performance, at which point the Contract comes into existence.
(c) The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise, representation or warranty not set out in the Contract.
(d) Any samples, drawings, descriptive matter, demonstrations, marketing or advertising issued by the Contractor are for the sole purpose of giving an approximate idea of the Services and do not form part of the Contract.

3. APPLICATION, ORDER OF PRECEDENCE & ACCEPTANCE

(a) These Conditions apply to the Contract to the exclusion of any other terms the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
(b) In the event of conflict, the order of precedence shall be:
(i) the Contractor's quotation/order confirmation;
(ii) these Conditions;
(iii) any agreed scope documents.
(c) Acceptance of these Conditions shall be deemed upon the earlier of:
(i) written instruction to proceed;
(ii) provision of data;
(iii) attendance on site;
(iv) use or reliance on any Deliverables.

4. SCOPE OF SERVICES

(a) The Contractor shall provide the Services using reasonable skill and care in accordance with recognised industry practice.
(b) The Contractor does not warrant that Services will:
(i) be free from errors or fully coordinated in all respects;
(ii) achieve any specific construction output, accuracy level or programme result;
(iii) operate without interruption or external interference.
(c) Services do not include:
(i) design responsibility;
(ii) setting-out or survey certification;
(iii) fitness-for-purpose obligations, unless expressly agreed in writing.
(d) The Contractor shall have no responsibility for setting out, dimensional control, verification of constructed works or compliance of the works with the design. All such responsibilities remain solely with the Client and its professional team, unless expressly agreed in writing.

5. ACCESS, INFORMATION & CLIENT RESPONSIBILITIES

(a) The Client shall:
(i) provide safe and unrestricted access to the site and systems;
(ii) ensure all plant, systems and working areas are safe and compliant;
(iii) supply accurate, complete and current design, survey and control information (including coordinates, datum, and calibration data).
(b) The Contractor shall be entitled to rely on all information provided without verification.
(c) The Contractor may suspend Services where conditions are unsafe or information is incomplete, without liability.

6. DIGITAL DATA, MODELS & DELIVERABLES

(a) Deliverables are produced based on data supplied by or on behalf of the Client and are provided for operational assistance only.
(b) The Contractor does not guarantee:
(i) absolute dimensional accuracy;
(ii) compatibility with all systems or software;
(iii) suitability for construction without independent verification.
(c) The Client shall:
(i) review and approve Deliverables prior to use;
(ii) undertake independent checks before construction.
(d) The Contractor shall not be liable for:
(i) errors arising from incorrect or incomplete input data;
(ii) misuse or unauthorised modification of Deliverables;
(iii) reliance on Deliverables without verification.

7. GNSS/GPS, SITE CALIBRATION & POSITIONING

(a) GNSS/GPS and calibration services are provided on a reasonable endeavours basis only.
(b) The Contractor does not warrant:
(i) continuous signal availability;
(ii) accuracy affected by environmental, atmospheric or third-party interference.
(c) The Client remains responsible for:
(i) validation of site control and calibration;
(ii) ongoing monitoring of positional accuracy;
(iii) compliance with engineering best practice.

8. REMOTE SUPPORT SERVICES

(d) Remote support is provided during agreed working hours unless otherwise stated.
(e) The Contractor shall use reasonable endeavours to respond promptly; response times are not guaranteed unless expressly agreed in writing.
(f) The Contractor shall not be liable for delays caused by connectivity, software or third-party systems.
(g) Remote support does not replace site supervision or engineering control.

9. TRAINING SERVICES

(a) Training is provided for guidance only.
(b) Training does not:
(i) certify operator or engineer competency;
(ii) transfer responsibility for safe or compliant operation.
(c) The Client is responsible for ensuring personnel are competent, supervised and compliant with all regulations.

10. CHARGES & PAYMENT

(a) Unless otherwise agreed in writing, Services shall be charged on a time, data or deliverables basis.
(b) Additional costs shall apply for revisions, re-modelling, additional visits or recalibration.
(c) Invoices are payable within 30 days of the invoice date. All sums shall be paid in full and without deduction, set-off or withholding.
(d) Without limiting any other right or remedy, the Contractor may charge interest on overdue amounts at 8% per annum above the then current base rate, accruing daily from the due date until payment.

11. VARIATIONS & ADDITIONAL WORKS

Additional work required due to design change, incomplete information or operational/safety requirements shall be treated as a variation and charged at prevailing rates.

12. INTELLECTUAL PROPERTY & DATA USE

(a) The Client retains ownership of its original input data.
(b) The Contractor retains ownership of methodologies, processes, proprietary systems and templates.
(c) Deliverables are licensed for the project only and shall not be reused, modified or transferred without consent.

13. CLIENT DEFAULT

(a) If the Contractor's performance is prevented or delayed by any act or omission of the Client (including, without limitation, late or incorrect data, restricted access, or failure to provide information or instructions)

("**Client Default**"), the Contractor may suspend performance until the Client remedies the Client Default.

(b) The Contractor shall not be liable for any costs or losses sustained by the Client arising directly or indirectly from the Client Default.

(c) The Client shall reimburse the Contractor on written demand for any costs or losses sustained or incurred by the Contractor arising directly or indirectly from the Client Default.

14. LIABILITY & RISK ALLOCATION

(a) The Contractor's liability shall be limited to direct losses suffered by the Client to the extent caused by the Contractor's proven breach of contract or negligence in performing the Services.

(b) The Contractor shall have no liability (whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise) for:

(i) loss of profit, loss of revenue, loss of anticipated savings or loss of goodwill;

(ii) loss of production, loss of business, loss of contract or business interruption;

(iii) loss of use of any plant, equipment, asset, site or facility;

(iv) delay, disruption, programme impact or any purported liquidated damages or penalties;

(v) any indirect or consequential loss or damage, howsoever arising.

(c) Without prejudice to clause 14(b), the Contractor shall have no liability for any loss arising out of or in connection with:

(i) incorrect or incomplete data provided by the Client or its contractors (including any design, survey, control, model or specification data);

(ii) use of Deliverables and/or systems in an unsuitable environment or otherwise against the Contractor's advice, applicable regulation, guidance or good industry practice.

(d) The Contractor's total aggregate liability arising out of or in connection with the Services shall be capped at the lower of:

(i) 10% of the total charges paid and payable under the Contract

(ii) (as at the date of the event giving rise to the claim); or

(iii) £25,000.00.

(e) Nothing limits liability for death or personal injury caused by negligence or for fraud.

(f) The Client shall mitigate loss and allow reasonable opportunity for the Contractor to re-perform or rectify before incurring third-party costs, except where urgent action is required for safety or to prevent material damage.

15. CLIENT INDEMNITIES

(a) The Client shall indemnify the Contractor against claims arising from:

(i) unsafe site conditions;

(ii) inaccurate or incomplete information;

(iii) use of Deliverables without verification;

(iv) statutory non-compliance not caused by the Contractor.

(b) The indemnity in clause 15(a) includes all liabilities, costs, expenses, damages and losses (including direct, indirect or consequential losses, loss of profit and reasonable professional costs) incurred by the Contractor in connection with any claim made against the Contractor arising out of or in connection with the matters in clause 15(a).

16. CLAIMS NOTIFICATION

(a) The Client shall give written notice of any claim arising out of or in connection with the Services as soon as reasonably practicable and, in any event, within 14 days of becoming aware of the matter giving rise to the claim.

(b) No claim shall be brought against the Contractor unless it is commenced within 12 months from the date of completion of the Services to which the claim relates.

(c) Failure to comply with this clause shall constitute a complete bar to the claim, to the fullest extent permitted by law.

17. CONFIDENTIALITY

(a) Each party shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, initiatives and any other information disclosed in connection with the Contract that is of a confidential nature.

(b) Confidential information may be disclosed only to employees, agents or subcontractors who need to know for performance of the Contract and who are subject to equivalent confidentiality obligations.

(c) This clause survives termination.

18. ANTI-BRIBERY

(a) The Client shall comply with all applicable laws relating to anti-bribery and anti-corruption, including the Bribery Act 2010.

(b) A breach of this clause shall be deemed a material breach.

19. INSURANCE

(a) Each party shall maintain insurance appropriate to its obligations.

(b) No obligation is accepted to provide bonds, warranties, guarantees or parent company guarantees.

20. SUSPENSION & TERMINATION

(a) The Contractor may suspend Services for non-payment after giving reasonable notice.

(b) Either party may terminate on written notice for material breach not remedied within a reasonable period.

(c) Accrued rights and payment obligations survive termination.

21. FORCE MAJEURE

Neither party shall be liable for failure to perform due to events beyond reasonable control.

22. GOVERNING LAW & JURISDICTION

This Contract shall be governed by the laws of England and Wales, with exclusive jurisdiction of the English courts.

SCHEDULE 1 – RESPONSIBILITY MATRIX (GNSS/GPS, MODELS & MACHINE CONTROL)

1. GENERAL PRINCIPLE – Services are provided for support and facilitation only. Ultimate responsibility for design intent, dimensional accuracy, site control and construction outcomes remains with the Client.

2. CLIENT RESPONSIBILITIES – design accuracy/coordination; primary control/datum; independent checks; supervision/competence; compliance with regulations.

3. CONTRACTOR RESPONSIBILITIES – producing models from Client data; assisting with machine control configuration; assisting GNSS/GPS setup when instructed; providing remote support and training.

4. EXCLUSIONS – no design, setting-out certification, control verification, construction accuracy, or performance guarantees unless agreed in writing.

5. CHANGE CONTROL – revisions due to design changes/late information are variations; Client responsible for use of latest Deliverables.

TERMS AND CONDITIONS OF WORKSHOP SERVICES V1 MAY 2026

(to be read in conjunction with the CPA Model Conditions for the Hiring of Plant 2021, Tru Plant Supplemental Conditions V4 July 2026 & Long-Term Hire Addendum V1 November 2025)

1. DEFINITIONS & INTERPRETATION

(a) **"Services"** means servicing, maintenance, inspection, repair, emergency call-out, breakdown attendance, diagnostics, remedial works and associated activities carried out by the Contractor in respect of plant, equipment, machinery or assets not owned by the Contractor.

(b) **"Emergency Services"** means Services requested outside normal working hours or requiring immediate attendance to prevent injury, environmental harm, material damage or operational shutdown.

(c) **"Client"** means the company, firm, person or other legal entity that instructs the Services, as identified in the Contractor's quotation, call-out confirmation or invoice, and which shall be responsible for payment of the Services.

(d) **"Contract"** means the agreement comprising:

(i) the Contractor's quotation or call-out confirmation;

(ii) these Terms and Conditions;

(iii) where applicable, the CPA Model Conditions and the Contractor's Supplemental Conditions (which shall apply only to Plant Hire).

(e) **"Contractor"** means Tru7 Limited t/a Tru Plant (or such other group company as is expressly identified in the quotation, call-out confirmation or invoice), including its employees, agents and permitted subcontractors.

(f) In the event of conflict, these Terms prevail for Services, and CPA Model Conditions for the Hiring of Plant 2021, Tru Plant Supplemental Conditions V4 July 2026 & Long-Term Hire Addendum V1 November 2025 prevail for hire.

(g) Acceptance of these Terms shall be deemed upon the earlier of:

(i) written instruction to proceed;

(ii) attendance on site by the Contractor;

(iii) commencement of Services;

(iv) acceptance of an estimate or quotation; or

(v) payment of any invoice relating to the Services.

2. SCOPE OF SERVICES

(a) The Contractor shall provide the Services using reasonable skill and care in accordance with recognised industry practice.

(b) The Contractor does not warrant that Services will:

(i) identify latent defects;

(ii) restore equipment to "as new" condition;

(iii) achieve any specific output, performance level or programme result.

(c) Services do not include design responsibility or fitness-for-purpose obligations unless expressly agreed in writing.

3. ACCESS, INFORMATION & CLIENT RESPONSIBILITIES

(a) The Client shall:

(i) provide safe, unrestricted access;

(ii) ensure the site and equipment are safe and compliant;

(iii) supply accurate information regarding faults, history and operating conditions.

(b) The Contractor may suspend Services where conditions are unsafe or information is incomplete, without liability.

4. EMERGENCY CALL-OUTS

Emergency Services are provided on a reasonable endeavours basis only.

(a) Response times are not guaranteed unless expressly agreed in writing.

(b) Emergency attendance does not constitute acceptance of ongoing maintenance responsibility.

5. CHARGES & PAYMENT

(a) Unless otherwise agreed in writing, all Services shall be charged on a time and materials basis.

(b) Labour Rates

(i) Normal working hours are Monday to Friday, 08:00–16:30 (excluding Bank Holidays).

(ii) Labour shall be charged at £75.00 per hour, subject to a minimum charge of four (4) hours per attendance, including Emergency Services. Excluding travel time, which is charged as per d)

(c) Out-of-Hours & Emergency Attendance

(i) Emergency or out-of-hours attendance shall be subject to:

(a) a fixed out-of-hours call-out charge of £200.00 per attendance; and

(b) an on-call rate, where applicable, to be agreed by negotiation at the time of instruction.

(d) Travel & Transport

(i) Travel time shall be chargeable at the applicable labour rate.

(ii) Mileage shall be charged at £1.36 per mile.

(iii) Low-loader transport (where required) shall be charged at rates to be agreed by negotiation.

(iv) Reasonable subsistence and accommodation costs shall be charged at cost.

(e) Materials, Parts, Consumables & Disposal

(i) Materials, parts, consumables and disposal shall be charged at cost plus an agreed mark-up, currently 35% on cost, unless otherwise agreed in writing.

(ii) Availability of parts is not guaranteed and delays arising from supply chain constraints shall not give rise to any entitlement to compensation.

(f) Quotations, Variations & Additional Works

(i) Any quotation or estimate is non-binding unless expressly stated otherwise in writing.

(ii) Additional or unforeseen works required for safety, compliance or completion shall be treated as a variation and charged in accordance with this clause.

(g) Invoicing & Payment

(i) The Contractor may invoice upon completion of Services, at agreed intervals, or immediately following Emergency Services.

(ii) Invoices are payable within 30 days of the invoice date.

(iii) All sums shall be paid in full and without deduction, set-off or withholding.

(h) Rate Adjustments

The Contractor reserves the right to adjust rates to reflect increases in wages, statutory contributions, fuel, materials or changes in law.

6. VARIATIONS & ADDITIONAL WORKS

(a) Where additional work is required to complete or make safe the asset, the Contractor may proceed where:

(i) necessary for safety; or

(ii) expressly instructed by the Client.

(b) Such works shall be charged at prevailing rates.

7. TITLE TO PARTS & MATERIALS

(a) Title to parts passes only upon full payment.

(b) Replaced parts may be retained or disposed of by the Contractor unless otherwise agreed.

8. LIABILITY & RISK ALLOCATION

(a) The Contractor's liability shall be limited to direct losses suffered by the Client to the extent caused by the Contractor's proven breach of contract or negligence in performing the Services.

(b) The Contractor shall have no liability (whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise) for:

(i) loss of profit, loss of revenue, loss of anticipated savings or loss of goodwill;

(ii) loss of production, loss of business, loss of contract or business interruption;

(iii) loss of use of any plant, equipment, asset, site or facility;

(iv) delay, disruption, programme impact or any purported liquidated damages or penalties;

(v) any indirect or consequential loss or damage, howsoever arising.

(c) The Contractor's total aggregate liability arising out of or in connection with the Services (whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise) shall be capped at the lower of:

(i) 10% of the total charges paid and/or payable for the Services in the preceding 12 months; or

(ii) £25,000.00.

(d) Nothing limits liability for death or personal injury caused by negligence or for fraud.

(e) The Client shall take all reasonable steps to mitigate any loss or damage. Where the Contractor is responsible for defective Services, the Contractor shall be given a reasonable opportunity to re-perform or rectify the affected Services (where practicable)

before the Client incurs third-party costs, except where urgent action is required for safety or to prevent material damage.

9. CLIENT INDEMNITIES

(a) The Client shall indemnify the Contractor against claims arising from:

(i) unsafe site conditions;

(ii) inaccurate information;

(iii) pre-existing defects;

(iv) statutory non-compliance not caused by the Contractor.

10. INSURANCE

(a) Each party shall maintain insurance appropriate to its obligations.

(b) No obligation is accepted to provide bonds, warranties, guarantees or parent company guarantees.

11. SUSPENSION & TERMINATION

(a) The Contractor may suspend Services for non-payment after giving reasonable notice.

(b) Either party may terminate on written notice for material breach not remedied within a reasonable period.

(c) Accrued rights and payment obligations survive termination.

12. FORCE MAJEURE

Neither party shall be liable for failure to perform due to events beyond reasonable control.

13. GOVERNING LAW & JURISDICTION

This Contract shall be governed by the laws of England and Wales, with exclusive jurisdiction of the English courts.

14. ENTIRE AGREEMENT

(a) The Contract constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and representations relating to the Services.

(b) The Client acknowledges that it has not relied on any statement, representation or warranty not expressly set out in the Contract.