



Construction Plant-hire Association  
27/28 Newbury Street, Barbican,  
London, EC1A 7HU  
Tel: 020 7796 3366. Fax: 020 7796 3399  
Email: [enquiries@cpa.uk.net](mailto:enquiries@cpa.uk.net)

13<sup>th</sup> June 2011

Dear Member,

**Re: 2011 Model Conditions**

As you may be aware, the CPA has been updating the Model Conditions to reflect the changes in legislation and industry practice, which have arisen since the Model Conditions were last revised in 2001.

The updates to the Model Conditions have passed through a working group, as well as solicitors and a barrister to ensure that the updates have not diluted the conditions or inadvertently created a conflict between the clauses.

The 2011 Model Conditions will take effect on the 1<sup>st</sup> July 2011.

The noteworthy changes to the Model Conditions are as follows (in clause order):-

- Clause 2        Seeks to exclude all other terms and conditions the Hirer may try to impose.
- Clause 7        The Hirer will warrant the condition of the ground where the Plant will be used.
- Clause 8(c)     The Owner's driver will only operate the Owner's Plant, unless the Owner gives their written permission for the driver to operate other Plant.
- Clause 9(c)     The Hirer when changing or replacing a tyre must provide one which is of an equivalent specification to the tyre which is being changed or replaced.
- Clause 13(b)    The Hirer must indemnify the Owner and their employees.
- Clause 13(b)    When Plant is lost or damaged, payment of the agreed settlement must be made within 21 days.
- Clause 24(b)    If the Plant is not made available for collection within the 7 day notice period then the Hirer remains responsible for the safekeeping of the Plant for a further 3 days. This covers the situation where the Hirer uses the Plant right up until the end of the notice period which often does not allow the Owner to collect the Plant within the normal working week, leaving the Plant liable to possible loss or damage over a weekend.
- Clause 24(c)    The Hirer will be liable for all reasonable costs should he terminate the agreement before the Hire Period commences.
- Clause 32(b)    The Hirer will be liable for such things as parking fines and congestion charges incurred by the use of the Plant for the hire period.
- Clause 33(c)(i) The clause allows access to recover the Plant if the Hirer defaults any of the terms of the contract.
- Clause 33 (e)    The contract can be suspended (e.g. by removing the operator or immobilising the Plant), as an alternative to terminating the contract, should the Hirer default on payment, (7 days notice of suspension is required). The contract would be re-instated once the payment has been received.
- Clause 36        This allows the member to charge interest on any outstanding debts.

Members will need to send their customers a copy of the 2011 Model Conditions, for any pre-existing hire agreements which will continue on or after the 1<sup>st</sup> July. Members will need to receive confirmation that their customers have agreed to vary the pre-existing hire agreement(s) by incorporating the 2011 Model Conditions. If this is not done; then the 2001 version of the Model Conditions will remain in force and continue for the remainder of the hire agreement.

**Members are reminded that the 2011 Model Conditions cannot be used for any new hire agreements where Plant and Equipment will be supplied before the 1<sup>st</sup> July.**

**Members should use the 2011 Model Conditions; and a note will need to be circulated to all staff reminding them that the Model Conditions will be changing on the 1<sup>st</sup> July; and that any old copies of the Model Conditions (2001) held on file should be deleted or destroyed.**

Members can purchase the 2011 CD-ROM from the Membership Services department, for the price of £50 plus VAT.

The CD-ROM contains all the updated conditions, including:-

- 2011 Model Conditions
- Interactive Hire Contract Form 2011
- Concrete Pumping Supplementary Conditions 2011
- Construction Hoist Supplementary Conditions 2011
- Crane (Mobile and Crawler) Supplementary Conditions 2011
- Rail Supplementary Conditions 2011
- Shoring and Piling Supplementary Conditions 2011
- Tools and Equipment Supplementary Conditions 2011
- Tower Crane Supplementary Conditions 2011
- Contract Services Lifting Conditions
- Consumer Conditions (Plant Supplied with an Operator) 2011
- Consumer Conditions (Plant Supplied without an Operator) 2011
- Business and Consumer Subrogation Waiver Forms

If Members wish to re-produce the conditions on the back of their stationery, then please get in contact with the Membership Services department. **Members are reminded that the Model Conditions are copyright to the CPA and cannot be amended in any way.**

Stocks of the new pre-printed Model Conditions and new Consumer Conditions are now available from the Membership Services department.

Yours sincerely



**DAVID SMITH**  
Legal Manager