

## **1. IN THESE CONDITIONS OF HIRE ORDER THE FOLLOWING DEFINITIONS SHALL APPLY**

- 1.1 The "Owner" is the company, firm or person letting the plant on hire and includes their successors, assigns or personal representatives.
- 1.2 The "Hirer" means Morgan Sindall Property Services Limited.
- 1.3 "Plant" covers all classes of plant, machinery, vehicles, equipment and accessories, which the Owner agrees to hire to the Hirer.
- 1.4 A "day" shall be 8 hours unless specified otherwise in the Contract.
- 1.5 The "Hire Period" shall commence from the time when the Plant is available for use on Site and shall continue until the Hirer gives notice that the plant is off hired."
- 1.6 A "week" shall be 7 consecutive days.
- 1.7 "the Contract" means the Hirer's enquiry, the Hire Order and any supplement thereto but excluding any terms or conditions of contract in which the Owner's acknowledgement is made;
- 1.8 "the Hire Order" shall mean the document issued by the Hirer to the Owner defining the Plant, goods and/or services to be provided together with any requirements, documents listed or referred to, and these Conditions
- 1.9 "Conditions" means the terms and conditions of hire set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Hirer and the Owner.
- 1.10 "Delivery Address" and "Site" means the address stated on the Hire Order.

## **2. EXTENT OF CONTRACT**

- 2.1 These Conditions shall form the basis of the Contract and shall constitute the entire agreement relating to the hire of the Plant and supersede all prior negotiations, documents, agreements, statements, Owner's quotations and understandings made between the Owner and the Hirer.
- 2.2 Any Owner's terms or conditions included in the Contract, or endorsed on delivery, are excluded.
- 2.3 No person is authorised by the Hirer to amend this Hire Order or the Contract in any respect (except authorised Site personnel in matters concerning delivery times) other than by issue of written instructions on a further Hire Order.
- 2.4 No claim for payment shall be valid unless supported by an official Hire Order and/or Hire Order reference number and related timed delivery note signed by the authorised signatory of the Hirer (referred to on the Hire Order).
- 2.5 Plant shall only be supplied by the Hirer on receipt of an authorised signed Hire Order and Hire Order reference number issued by the Hirer.
- 2.6 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall (to the extent of such illegality, invalidity, voidability, unenforceability or unreasonableness) be deemed

to be severable and the remaining provisions of the Contract shall continue in full force and effect.

- 2.7 A reference to a particular law is a reference to it as in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 2.8 Where the Plant is supplied to a Delivery Address in England or Wales, the Contract shall be governed by the laws of England and Wales and the parties agree to submit to the non-exclusive jurisdiction of the English courts. Where the Goods are supplied to a Delivery Address in Scotland, the Contract shall be governed by the laws of Scotland and the parties agree to submit to the non-exclusive jurisdiction of the Scottish courts.

## **3. DELIVERY OF PLANT**

- 3.1 Delivery of the Plant implies unequivocal acceptance of these Conditions by the Owner.

## **4. UNLOADING AND LOADING**

- 4.1 The Owner shall be responsible for unloading and loading the Plant at Site and any personnel supplied by the Hirer shall be deemed to be under the Owner's control and shall comply with all reasonable directions of the Owner.
- 4.2 All deliveries to Site, and Plant loaded at Site must comply with the requirements of the Department for Transport. The Owner shall ensure that all drivers/operators delivering or picking up plant to / from Site carry all statutory documentation certifying their authority to undertake the duties necessary to fulfil the hire order requirements and that all Site notices and regulations are observed when making such deliveries.
- 4.3 Not Used.
- 4.4 Delivery drivers must report to the main Site office on arrival at the Site to receive instructions on the location for the safe off-loading/loading of the Plant.
- 4.5 Delivery drivers must be made aware by the Owner that they have full responsibility for the safety of the Plant until fully off-loaded or loaded (if the vehicle is collecting goods) and the delivery vehicle has left the Site.
- 4.6 The Owner shall ensure that all delivery drivers comply with clause 31.1. The Owner should note that the Hirer operates a no-shorts policy.

## **5. DELIVERY IN GOOD ORDER AND MAINTENANCE: INSPECTION REPORTS**

- 5.1 The Hirer shall be responsible for its safe keeping, use in a workmanlike manner within the manufacturer's rated capacity and return on the completion of the hire in equal good order (fair wear and tear excepted).
- 5.2 Plant shall be presented for inspection to the Hirer's authorised signatory (referred to on the Hire Order) on delivery to Site and before being put to work. The Plant must also be presented for inspection before being removed from Site and the return note should be signed by the Hirer's authorised signatory.

- 5.3 The Owner will provide up-to-date maintenance records and planned preventative maintenance schedules, testing and thorough examination certificates as required by the Lifting Operations and Lifting Equipment Regulations, the Provision and Use of Work Equipment Regulations and as recommended within the following publications;
- (i) CPA publication 'Maintenance, Inspection and Thorough Examination of Tower Cranes' dated May 2008 or subsequent revisions thereafter;
  - (ii) British Standards;
  - (iii) CIRIA guidance.
- 5.4 The Owner is responsible for providing plant that is free from oil leakage. In the case of oil spillage the Hirer will have the right to offset the charges for the clean-up of any spillage back to the Owner having given due notice of any such action.
- 6. SERVICING AND INSPECTION**
- 6.1 The Hirer shall at all reasonable times allow the Owner, his agents or his insurers to have access to the Plant to inspect, test, adjust, repair or replace the same.
- 6.2 The Owner's maintenance staff must make their presence on Site known to the Hirer's project manager or his authorised representative before carrying out servicing or maintenance work or repairs. The presence on Site by any of the Owner's personnel shall be subject to the Hirer's Site rules at all times.
- 6.3 This Hire Order is placed on condition that the Owner will comply with the requirements of Health & Safety at Work Act 1974, the relevant statutory provisions as defined in Section 53(1) of the Act and any ensuing regulations made under the Act, in particular the Provision and Use of Work Equipment Regulations 1998 and the Supply of Machinery (Safety) Regulations 2008. Amongst other things, in general these require the Owner to:
- i) provide Plant which is of sound construction and properly maintained in an efficient state, efficient working order and good repair;
  - ii) ensure that every dangerous part of machinery is securely guarded;
  - iii) where the Owner provides an operator or driver, ensure that he or she is trained and competent to operate the item of Plant on which he or she is employed;
  - iv) provide the Hirer with sight of and, where appropriate, copies of any relevant certificates of test, thorough examination, inspection, maintenance records, etc.
- 6.4 The Owner's personnel associated with the use of hazardous substances must be provided with all necessary personal protective equipment as specified on the COSHH Assessment, and they must be instructed by the Owner on the relevant COSHH Assessment, hazards and controls. It is the Owner's responsibility to remove and dispose from Site of all hazardous substances that fall under the Control of Substances Hazardous to Health (COSHH) Regulations. The Owner should note that records of disposal may be requested by the Hirer as evidence of compliance.
- 6.5 The Owner shall indemnify the Hirer against all claims, cost or expenses incurred by the Hirer due to the Owner's failure to comply with clause 6.
- 7. TIMBER MATS OR EQUIVALENT**
- 7.1 If the ground is soft or unsuitable for the Plant to work on, travel, or be transported over without timbers or equivalents the Hirer shall supply and lay suitable timbers or equivalents in a suitable position for the Plant to travel over, work on, or be transported over, including for the purpose of delivery and collection.
- 8. HANDLING OF PLANT**
- 8.1 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 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 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 10) who also shall be responsible for all claims arising in connection with the operation of the Plant by the said drivers/operators/persons unless due to the negligence, error, omission or breach of the Owner. The Hirer shall not allow any other person to operate such plant without the Owner's previous consent to be confirmed in writing.
- 9. BREAKDOWN, REPAIRS AND ADJUSTMENT**
- 9.1 When the Plant is hired without the Owner's driver or operator any breakdown or the unsatisfactory working of any part of the Plant shall be notified by the Hirer to the Owner.
- 9.2 Full allowance will be made by the Owner to the Hirer for any stoppage due to breakdown of Plant, subject to the provisions of clause 9.4.
- 9.3 The Hirer shall not, except for punctures, repair the Plant without the written authority of the Owner. Punctures are however the responsibility of the Hirer. Allowance for the hire charges and for the reasonable cost of repairs will be made by the Owner to the Hirer where repairs have been authorised.
- 9.4 The Hirer shall be responsible for all reasonable expenses involved or arising from any breakdown and all loss or damage incurred by the Owner due to the Hirer's negligence, misdirection or misuse of the Plant, whether by the Hirer or his servants, and for the payment of hire at the appropriate idle time rate during the period that the Plant is necessarily idle due to such breakdown or damage. The Owner will be responsible for the cost of repairs to the Plant involved in breakdowns from all other causes and will bear the cost of providing spare parts.
- 9.5 The Hirer will only accept costs for damaged tyres by negotiation having regard to the wear and condition of the replaced / repaired tyres.

## **10. RESPONSIBILITY FOR LOSS AND DAMAGE**

- 10.1 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.
- 10.2 During the continuance of the Hire Period the Hirer shall subject to the provisions referred to in clauses 10.1 and 10.3 make good to the Owner all loss or damage to the Plant whilst within the Site, fair wear and tear excepted.
- 10.3 The Owner shall be responsible for any damage, loss or injury due to or occurring:
- (i) prior to delivery of any Plant to the Site by the Hirer unless 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 unless such erection is under the exclusive control of the Hirer or his agent.
  - (iii) after the Plant has been removed from the Site and is in transit onto the Owner unless by transport of the Owner or as otherwise arranged by the Owner.
  - (iv) where Plant is travelling to or from a Site under its own power with a driver supplied by the Owner.
  - (iv) where caused by the negligence, error, omission or breach of contract of the Owner.
- 10.4 No responsibility will be accepted by the Hirer for the loss of or damage to the Plant unless there is adequate provision on the Plant for securing it against theft, vandalism or other tampering by third parties. Where Plant is lost or damaged, the decision to replace or repair the Plant belonging to the Owner rests with the Owner and the hire shall be deemed to have ceased from the time the loss or damage is notified to the Owner. Claims for loss or damage will be negotiated having regard to the age and condition of the Plant damaged or lost and advised at appropriate fair & reasonable rates.
- 10.5 Any damage signed for by the Hirer will be seen as an admission of liability of such damage and not an acceptance of cost for the repair of such damage.

## **11. NOTICE OF ACCIDENTS**

- 11.1 If the Plant is involved in any accident resulting in injury to persons or damage to property, and in relation to any claim in respect of which the Hirer is not bound fully to indemnify the Owner, no admission, offer, promise of payment or indemnity shall be made by the Hirer without the Owner's consent in writing.

## **12. RE-HIRING ETC.**

- 12.1 The Plant shall not be re-hired or sub-let to any third party without the written permission of the Owner. The Hirer reserves the right to make the Plant available to other contractors or subcontractors working on behalf of the Hirer and the Owner is deemed to be agreeable to this.

## **13. CHANGE OF SITE**

- 13.1 The Plant shall not be moved from the Site to which it was delivered or consigned without the written permission of the Owner (such permission not to be

unreasonably withheld).

## **14. RETURN OF PLANT FOR REPAIRS**

- 14.1 If during the Hire Period the Owner decides that urgent repairs to the Plant are necessary he may arrange for such repairs to be carried out on Site or at any location of his nomination. In that event the Owner shall be obliged to replace the Plant with similar plant and the Owner shall pay all transport charges involved.

## **15. BASIS OF CHARGING**

- 15.1 Where the plant is accompanied by the Owner's driver or operator, the Hirer's project manager or his authorised representative shall sign the employee's timesheets. The signature of the Project Manager or his authorised representative shall bind the Hirer to accept the hours shown on the timesheets.
- 15.2 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 this Agreement.
- 15.3 Breakdown time in respect of such periods shall be allowed for not more than 8 hours Monday to Friday less the actual hours worked.
- 15.4 Plant shall be hired out at "per day" or "per week" or "per hour" as stated on the Hire Order for a provisional Hire Period. The Hirer accept no liability for Hire Periods that do not match those stated in the order and no loss of profit or consequential losses will be entertained. Conversely, additional Hire Periods will be charged at no greater rate than those contained within the Hire Order.
- 15.5 In the case of plant which requires to be dismantled for the purpose of transportation there shall be no hire charge for the period required for assembling on Site and dismantling upon completion of hire.
- 15.6 The Hirer will not accept any changes to hire rates or terms by the Owner after commencement of hire unless accepted in writing by the Hirer

## **16. PLANT HIRED ON A DAILY BASIS WITHOUT QUALIFICATION AS TO HOURS**

- 16.1 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 the plant is actually worked and Plant not available for use until after 10:00 is exempt from hire charges until the following working day.

## **17. PLANT HIRED BY THE WEEK OR MONTH WITH OUT QUALIFICATION AS TO HOURS**

- 17.1 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.

## **18. COMMENCEMENT AND TERMINATION OF HIRE (TRANSPORT OF PLANT)**

18.1 The Hire Period shall commence from the time when the plant is available for use on Site and shall continue until the Hirer gives notice that the plant is off hired. If the Plant is used on day of travelling, full hire rates shall be paid for the period of use on that day.

## **19. NOTICE OF TERMINATION OF CONTRACT**

19.1 Termination of hire can be given by the Hirer's authorised representative by telephone, email, post, fax or in person. The Plant will be deemed to be off hired immediately upon receipt by the Owner of such initial notification (the "time of off hire") and not any subsequent confirmation unless the Hirers authorised representative specifies a date and a time in the future from when the termination of hire shall be effective. The Owner shall respond to the Hirer with an off hire number within one hour of receiving the Hirer's instruction (unless outside normal working hours).

19.2 The Owner shall be given two working days to collect the Plant from the time of off hire. The two working day period shall commence on the working day following the Hirer's notification of off hire. Any plant left on Site for more than this period will be at the sole risk of the Owner and the Hirer shall accept no liability for loss, theft or damage incurred. The Hirer shall cease to insure the Plant with effect from the commencement of the third working day after the notification pursuant to clause 19.1.

19.3 Unless otherwise agreed within the Hire Order the Owner is responsible for arranging transportation, loading and off loading of the hired goods from the Site. Collection charges shall only be accepted by the Hirer where these are notified to the Hirer at the time off the order and included within this Hire Order

19.4 If the Owner:  
(i) breaches the terms of the Contract and has failed to remedy the breach within two days of receiving a notice from the Hirer specifying the breach relied upon and requiring the Owner to remedy the breach; or  
(ii) in the opinion of the Hirer suffers an adverse or potentially adverse alteration to its financial capacity, the Hirer may terminate this Contract by notice in writing to the Owner.

19.5 In the event this Contract is terminated in accordance with the provisions of Clause 19.4 the Hirer:  
(i) may have removed from the Site the Owner's Plant;  
(ii) is not obliged to make any further payments to the Owner; and  
(iii) is indemnified by the Owner against all loss and damage occasioned by the Hirer, or its workers, employees, agents or a sub-contractor or any

of them.

19.6 The Owner's only entitlement if the hire arrangement under this Contract is terminated under Clause 19.4 is to be paid:

(i) the proportion of the charges payable to the date of termination; less

(ii) all reasonable direct costs incurred by the Hirer as a result of the termination.

## **20. IDLE TIME**

20.1 When Plant is worked for any time during a guaranteed minimum period then the whole of that guaranteed minimum period shall be charged as working time. If the plant is idle for the whole of a guaranteed minimum period the charge shall be two thirds of the hire rate. In any case no period less than one day shall be reckoned as idle time. Idle time is charged on the machine element only. Full rate will be charged for the operator.

20.2 Where machines stand, the operator's time will only be paid to make up the normal week at an agreed figure to represent the cost of the operator; normally this figure will be negotiated at the time the hire is arranged, otherwise a fair and reasonable rate is to be chargeable.

## **21. WAGES AND OTHER CHARGEABLE ITEMS RELATING TO DRIVERS AND OPERATORS OF PLANT**

21.1 All chargeable items shall be paid by the Hirer at the rates contracted. Any subsequent increases before and/or during the Hire Period arising from awards under any wage agreements and/or from increases in the employer's statutory contribution shall be borne by the Owner.

## **22. TRAVELLING TIME AND FARES**

22.1 Travelling time and fares / expenses for operators incurred at the beginning and end of the Hire Period will be borne by the Owner. No charge shall be made by the Owner for servicing or repair of maintenance plant, unless necessitated by the Hirer's negligence, misdirection or misuse of the plant

## **23. FUEL, OIL AND GREASE**

23.1 Fuel, oil and grease shall, when supplied by the Owner shall be charged at net cost and when supplied by the Hirer, shall be of a grade or type specified by the Owner.

## **24. SHARPENING OF DRILLS/STEELS ETC.**

24.1 The cost of re-sharpening shall be borne by the Hirer. Diamond wear shall be measured and agreed on collection and signed for by the Hirer's project manager or his authorised representative.

## **25. OWNER'S NAME PLATES**

25.1 The Hirer shall not remove, deface or cover up the Owner's name plate or mark on the plant indicating that it is his property.

## 26. TRANSPORT

- 26.1 The Hirer shall pay the agreed transport charges stated in the Hire Order or, if agreed with the Owner, arrange transport of the plant from the Owner's depot or equal to the Site and return the same to the named depot or equal on completion of the Hire Period.
- 26.2 Where an Owner's vehicle is to be used to carry waste, the Owner will produce for inspection by the Hirer's Site management his Certificate of Registration or an official copy thereof, issued in accordance with The Controlled Waste (Registration of Carriers and Seizure of Vehicles) Regulations.

## 27. GOVERNMENT REGULATIONS

- 27.1 The Owner will be responsible for compliance with the Road Traffic Acts, including the cost of Road Fund Licences and any insurances made necessary thereby.
- 27.2 The Owner is required to comply with the requirements of the Health & Safety at Work Act 1974 as amended by the Consumer Protection Act 1987, the COSHH Regulations 2002, in particular the requirements that articles and substances will be safe and without risk to health at all times and that information about any conditions necessary to ensure that they will be safe and without risk to health is provided.
- 27.3 The Hirer's Site rules appertaining to delivery vehicles carrying out tipping and reversing manoeuvres must be complied with. The Owner's delivery drivers must acquaint themselves with these rules, which are available from the Hirer, before undertaking any such manoeuvre.
- 27.4 The Owner undertakes that whilst working upon any premises or Site occupied by the Hirer it shall observe all the Hirer's Site rules, health and safety regulations, and if requested to do so by the Hirer, the Owner shall attend any Site or health and safety induction course. If any of the Owners servants or agents commits any breach of the Hirer's Site rules or health and safety regulations, the Hirer shall be entitled to request the Owner to remove such servant or agent.

## 28. FIXED PRICE

- 28.1 This is a fixed price contract and is not subject to any price fluctuation in the rates of hire.
- 28.2 The Hirer will not accept any changes to hire rates or terms by the Owner after commencement of hire unless accepted in writing by the Hirer."

## 29. PUBLICITY

- 29.1 The Owner shall not disclose or divulge any information about this Contract or about other agreements or activities associated with this Contract unless it is necessary for the performance of this Contract or unless the Owner has prior written approval from the Hirer. The Owner shall also ensure that its employees, agents, advisers, sub-suppliers or any other person or company connected to the

Contract to whom any information is disclosed shall be bound by a like confidentiality undertaking.

- 29.2 The Owner shall not, without the prior written approval of the Hirer take or knowingly permit to be taken by, employees, agents or third parties any photographs or video footage of the Site for use in any publicity or advertising or publish, whether alone or in conjunction with any other person, any articles, photographs, video footage or other illustrations nor shall it impart to any publication, journal or newspaper or any radio or television programme or internet Site or any other media of whatever nature any information regarding the Site.

## 30. EXCHANGE RATE

- 30.1 All rates detailed herein are Pounds Sterling. Additionally, all monetary transactions relating to this order shall not be subject to exchange rate adjustments between sterling or the euro (or any other currency) unless expressly stated herein.

## 31. PERSONAL PROTECTION EQUIPMENT ("PPE")

- 31.1 The Owner shall provide (at his cost) appropriate PPE to comply with the relevant British Standards to all his employees, including but not limited to Safety Helmet, High Visibility Waistcoat, Protective Footwear (Steel toe-cap boots with protective midsoles), Gloves, Light Eye Protection, Goggles. Failure to provide the above PPE will result in the Owner's employees not being allowed to work on the Site.
- 31.2 The Owner shall carry out PPE assessments for specific types of activities that may require further protection than the above items can provide and shall provide any additional protective equipment required at his cost.

## 32. PAYMENT

- 32.1 As and when monies are due to the Owner, the Owner shall present to the Hirer a valid VAT invoice for the total amount due, together with such supporting documents as the Hirer may require. Such invoices are not to be submitted more frequently than monthly. The end of the month in which the Hirer receives a valid VAT invoice shall be the due date for payment.
- 32.2 The Hirer is not obliged to make a payment unless the Owner has:
- (i) effected the insurance required;
  - (ii) provided the Hirer with all necessary health and safety plans;
  - (iii) provided details and evidence of the Owner's tax certificate particulars;
  - (iv) supplied an invoice with split cost for the Plant and separate detail for operator cost;
  - (v) quoted a valid full Hire Order number; and
  - (vi) where there is more than one Hire Order, submitted a separate invoice per Hire Order number.
- 32.3 Unless otherwise stated in the Hire Order and subject to clause 32.1 and 32.2 the Hirer shall pay the price of the Plant together with any applicable

Value Added Tax in respect of which an invoice has been issued within 45 days of the due date for payment.

### **33. INSURANCE**

- 33.1 For the duration of the Hire Period the Owner is required to maintain:
- (i) Employer's Liability Insurance with a limit of indemnity of £10,000,000 for each and every claim;
  - (ii) Public Liability Insurance with a limit of indemnity of £10,000,000 for each and every claim (such policy to include an 'indemnity to principals' clause which accords with market practice in the UK construction insurance industry so that the interest of the Hirer is noted under the policy such that the Hirer is notified in the event of any liability caused by the Owner and that the insurer waives all rights, remedies or relief to which it might become entitled by subrogation against the Hirer and any failure by the Owner or Hirer to observe and fulfil the terms of the policy will not prejudice the recovery of insurance proceeds by the other insured and that the insurers agree to indemnify the Hirer in respect of all costs, losses or other sums arising out of any liability or alleged liability of the Owner in so far as any claim is also made against the Hirer); and upon any request by the Hirer, the Owner shall supply documentary evidence to confirm that these insurance policies are in place.

### **34. THIRD PARTIES**

- 34.1 This Contract does not create any right enforceable by or purport to confer any benefit on any person not a party to it except that a person who is a successor to the Owner's rights is deemed to become party to this Contract after the date of succession or assignment (as the case may be).

### **35. SUSTAINABLE PROCUREMENT**

- 35.1 The Owner recognises that its operations directly impact on the natural and human environment and actively seek the co-operation of Owners in minimising adverse effects.
- 35.2 The Owner shall deliver the Goods to Site through the most economical and environmentally-friendly means practical (using low emission vehicles / bulk deliveries where agreed / reduced distances).
- 35.3 The Owner shall not unlawfully discriminate, and shall procure that its employees and agents do not unlawfully discriminate, within the meaning and scope of the Equality Act 2010 and any amendments to or re-enactments of that or any other statute.
- 35.4 The Hirer must supply social, environmental and waste data relating to their operations on behalf of the owner when a request is made (e.g. safety statistics, environmental incidents, management systems).

### **36. BRIBERY ACT 2010 & THE MODERN SLAVERY ACT 2015**

The Owner warrants and undertakes that:

- 36.1 It is fully aware of the provisions of the Bribery Act

2010 and the Modern Slavery Act 2015 and that it has not and will not commit any act or omission which would place the Owner or the Hirer in breach of either Act, whether in connection with the Contract or otherwise; and

- 36.2 There is no outstanding investigation of it under any bribery legislation and in the last six years it has not been convicted of any offence under any bribery legislation or reached any settlement in relation to any alleged breach of any bribery legislation and has not self-reported any breach or suspected breach of any bribery legislation;
- 36.3 It will comply with the most recent guidance issued pursuant to the Bribery Act 2010; and
- 36.4 It will procure that each of its suppliers, agents or others performing services on its behalf complies with this clause; and
- 36.5 It will report to the Hirer any suspicion of any breach or alleged breach of any bribery legislation, including any of its sub-contractors or others performing services on its behalf, and co-operate with the Hirer and/or any regulator and/or prosecutor in any investigation relating to the same
- 36.6 In the event of any breach by the Owner of the provisions of this clause, the Hirer shall be entitled by notice to the Owner to terminate the employment of the Owner under the Contract. Such termination shall be treated as termination under clause 19.4 of the Contract.
- 36.7 In performing its obligations under the Contract, the Supplier shall and shall ensure that each of its subcontractors shall comply with: all applicable laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015.
- 36.8 The Seller shall be liable for and will indemnify the Buyer against any expense, liability, loss, claim or proceedings whatsoever in respect of any breach by the Seller of the provisions of this clause.

### **37. GENERAL**

- 37.1 Any personnel delivering to or visiting Site shall comply with the Hirers and any client imposed Substance Misuse/abuse Policy. The Hirer's Substance Misuse Policy sets minimum standards in respect of substance misuse rules and procedures. Appropriate information on the substance misuse policy and work rules can be provided by the Hirer on request.
- 37.2 The Owner shall ensure that personnel under their control submit themselves for random, post accident/incident or "for cause" testing for alcohol and or drugs if requested by the Hirer's Site management. The Hirer reserves the right to refuse entry or remove from Site any of its visitors or suppliers who appear unfit through substance misuse. Illegal drugs or alcohol shall not be brought within the Site boundary.