



CONCRETE PUMPING RISK ASSESSMENT

IMPORTANT NOTICE / HEALTH RISK WARNING

ANY PERSON AT RISK MUST BE NOTIFIED OF THE DANGERS DETAILED BELOW BEFORE STARTING ANY CONCRETE PUMPING WORK

The mobile truck mounted concrete pump is designed to convey concrete from the machine's delivery hopper to a point designated by the hirer. This is achieved via a hydraulically powered pump, through pipe sections attached to an articulated boom, to a suspended flexible rubber delivery hose, solid "tremmie" pipe or via a steel pipeline laid on the ground or fixed vertically.

Terms of Hire - Shayler Concrete Pumping Ltd supplies equipment subject to CPA Model Conditions for the Hiring of Plant (2021) in conjunction with Supplementary Conditions for Concrete Pumping. Copies can be found on our website www.shaylerconcretepumping.co.uk. Hirers should insure against any liabilities that might be incurred, including damage caused when the pump is being operated in confined spaces.

Data Sheets - detailing pump dimensions, outrigger loadings / positioning, boom type / reach and pumping delivery pressures / volume outputs are available upon request or via our website www.shaylerconcretepumping.co.uk.

Training - All our Concrete Pump Operators (CPO's) are fully trained and hold (or are working towards) a current CPCS card for concrete pumping operations.

British Standard BS 8476:2007 "Code of Practice for the Safe Use of Concrete Pumps" is recommended to hirers and interested parties as a reference document detailing the general minimum requirements in respect of the operation of concrete pumping equipment. Copies of the standard are available from www.bsi-global.com.

Hazard(s) Identified		Party Affected	RISK			Control Measures	By Whom	By When	Residual Risk		
			Risk Rating						Rating		
			S	L	R				S	L	R
CONCRETE PUMP SET UP / FOLD DOWN	Collapse or settlement of pump due to ground conditions / overturning of pump, or collapse of boom due to insufficient stability	S, O, T & C	5	3	H	<ul style="list-style-type: none">Ensure ground conditions at set up are adequate for load of pump.Provide sufficient support (timbers, steel sheets) as required and ensure there is adequate space around the pump for the full deployment of outriggers.Ensure outriggers are extended to appropriate position. Sole plates are provided for placement below outrigger feet to support the pump.	C, S,O	Prior to and during works	5	2	M
	Crush or impact by boom, or struck by placing hose, during set up or during “off the boom” placement of concrete	S, O, T & C	4	3	M	<ul style="list-style-type: none">CPO to operate via remote control unit from a position of safety.Hirer to ensure sufficient set up space and adequate light levels to ensure safe pump set up.Ensure personnel remain clear of area and any operative controlling the position of the placing hose should hold it at arm’s length.Person(s) shall be nominated to converse with and signal the CPO for minor boom positioning.	C, S, O	During works	4	2	M
	Contact with overhead cables	S, O, T & C	5	3	H	<ul style="list-style-type: none">As above, plus;Industry guidance specifies the minimum safe working distance from electric cables is 6m, this includes the fully extended boom radius. Exceptions may apply and closer distances may be permitted where controls are provided, however, they must be managed by a Written Safe System of Work. Where set up cannot be clear of overhead cables, consideration should be given to the provision of a ground level pipeline.	C, S, O	Prior if within 6m and during works	5	2	M
	Vehicle Movements (reversing) – crushing or trapping of persons when moving pump to work in position	S	3	3	M	<ul style="list-style-type: none">Keep site personnel out of reversing area.A competent Traffic Marshall should direct the moving vehicle and look out for anyone in the danger area.Vehicles fitted with reversing sirens and amber flashing lights should have these engaged. High visibility clothing must be worn and do not back truck on out of view of mixer driver who will be reversing using mirrors.	C, S, O	During works	3	2	L
	Back injury due to moving ground pipes	O, S	2	3	L	<ul style="list-style-type: none">Use of ropes and good manual handling practices to be adopted	O, S	During works	2	2	L

Washout of pump	S, C, O	1	3	L	<ul style="list-style-type: none"> The hirer / site management shall provide adequate wash out facilities for concrete residues. The CPO to only wash out in areas defined and authorised by site management. If there is no suitable area wash out can be taken away but this is an extra charge and should be agreed at the time of booking. 	S, C, O	Prior to and after works	1	2	L
Collapse of placing boom due to failure of hydraulics or structural failure of pump / boom	O, S, T	5	2	M	<ul style="list-style-type: none"> All hydraulic rams are fitted with lock valves to limit movement should failure occur. All pumps undergo a boom test (which is certificated) and are also inspected as part of the regular servicing schedule. 	M	Prior to works	5	1	L
Contact with pump moving parts	O, S	3	2	L	<ul style="list-style-type: none"> All moving parts on the concrete pump are fully guarded, ensure the CPO has carried out his required daily / weekly checks No personnel other than the CPO may operate the pump or climb onto the pump deck. 	O, S	During works	3	1	L
Concrete splashing into eyes from the end hose / Concrete burns to hands and feet	S	2	4	M	<ul style="list-style-type: none"> Full PPE to be worn inc, helmet, goggles, gloves, safety wellingtons and barrier cream must be worn 	M, S, O	During works	2	2	L
Potential injury to persons and property damage due to concrete spillage / splatter (predominantly from upper floors)	S, T	2	3	L	<ul style="list-style-type: none"> Ensure that the pour area has adequate protection to contain any concrete spray or spillage. 	C, S	Prior to works	2	2	L
High pressure concrete and aggregate going into eyes, face or any exposed skin due to standing or working in front of end hose, or opening up pipe joints when pumping	S, T	4	2	M	<ul style="list-style-type: none"> Under no circumstances should any unauthorised personnel attempt to open the pipeline. All unnecessary personnel including the general public should be kept well away from the concreting area inc lower floors and staircases. Until concrete is flowing smoothly out of the end of the delivery hose, or when a blockage occurs in the boom pipeline, all personnel should remain clear of the delivery hose and placing boom. Concrete Gang should wear a safety helmet, safety footwear, impervious gloves / gauntlets, high impact goggles and high visibility clothing. Also see Blockages section below 	C, S	During works	3	2	L
Broken limbs, severe injury caused by whiplash of placing hoses.	S	4	3	H	<ul style="list-style-type: none"> Do not kink placing hoses in the ground line. Do not attempt to pump very old concrete or concrete other than a pump mix. The danger zone is the area around the end hose in which it can strike out. The diameter of the zone is twice the length of the end hose. 	O, S, C	During works	3	2	L
Injury from splash due to blow back from concrete pump hopper	O, S, T	2	3	L	<ul style="list-style-type: none"> Keep hopper full and inform mixer driver of risk. Full PPE to be worn. 	M, O	Prior to and during	2	2	L
Working at height (upon pump deck)	C, S	3	3	M	<ul style="list-style-type: none"> Access shall be restricted to "short duration" no hirer personnel shall be permitted to access the pump deck unless express permission is given by the CPO. 					
Potential blockages at start or restart of pump, use of suspended hose "off the boom" resulting in hose whipping into danger area	S	5	3	H	<ul style="list-style-type: none"> Only "single ended" hoses shall be used – double / steel collared ended hoses shall not be used "off the boom". The CPO shall request that all persons remain clear (a radial distance of at least twice the length of the hose) of the suspended hose at each start or restart of pump and until "smooth flow" has been achieved. Also see Blockages section below Full PPE to be worn. 	C, S	During works	4	2	M
Bursting of pipelines / hoses under pressure	S, C, T	3	3	M	<ul style="list-style-type: none"> Only pipes, hoses, clips of sufficient safety rating shall be used. Wear and damage shall be monitored by the CPO and checked during scheduled services. Excessively damaged / worn components shall be withdrawn. Also see Blockages section below 	M, O	Regular Maintenance	3	2	L
Forceful ejection of air / concrete from the end of the pipeline. Air sucked into line and compressed	S	3	3	M	<ul style="list-style-type: none"> Pipe jointing seals shall be clean and in good order. Concrete level in the pump hopper must be maintained at the required level, where the CPO is required to position himself remote of the pump appoint a competent persons to monitor deliveries and hopper level (to ensure air is not pumped into the pipe system). 	O, S	During works	3	2	L
Pressurised concrete release – dismantling of line	O, S	3	3	M	CPO to ensure pipeline is depressurised before freeing jointing clips, hirer personnel must not uncouple pipes without the express permission of the CPO.	O, S	During works	3	2	L

Pipeline cleaning with compressed air – pressurised release / ejection of sponge ball / concrete / water / air	O	2	3	L	A demarcated and access restricted area shall be provided at the end of the pipeline that is to be air cleansed.	O, S	During works	2	2	L
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The above information has been provided to assist hirers, customers and site management in identifying and controlling the significant risks associated with concrete pumping operations. If you need more help or advice please call us on 01235 851523

<u>Blockages – Why do they occur?</u>	<u>Risk Reduction / Control</u>	(SCP) = Shayler Concrete Pumping, (H) = Hirer & (SM) Site Management
Segregation of concrete / aggregates as it is pressurised through the pipeline with the primer / grout	It shall be ensured that the appropriate grout mix is used Maximum pipeline and delivery hose length shall be considered – grouting may be more successful in shorter sections	(SCP) (SCP) (H)
Inappropriate concrete mix design or consistency – not suitable for pumping	Only concrete that is of “pump mix design” and appropriate quality should be specified for delivery to the pump	(H) or (SM)
Hardening of the concrete in boom / pipeline from standing too long (usually when awaiting delivery of fresh concrete)	CPO shall circulate or move the concrete in the hopper / boom / pipeline Deliveries shall be time managed and planned appropriately	(SCP) (H) or (SM)
Flexible placing hose become kinked	The hose should never become kinked, it should be suspended vertically when used “off the boom” or kept straight if used at the end of pipelines	(H) or (SM)
Foreign objects delivered from visiting mixer drums	The quality of the concrete should be monitored	All
NOTE: WHERE THE CONCRETE IS BELIEVED TO BE POOR OR UN PUMPABLE, OR WHERE FRESH CONCRETE HAS NOT ARRIVED IN TIME AND THE CONCRETE IN THE BOOM / PIPELINE IS BECOMING TOO HARD, THE CPO MAY HAVE TO REJECT THE LOAD, OR CLEAR THE CONCRETE FROM THE PUMP. THE HIRER SHALL BE INFORMED IF THIS IS LIKELY TO OCCUR		
<u>Blockages – Reacting To</u>		
Where possible the CPO will stop the pump action and reverse the pumping direction (this may free the blockage). Before the CPO restarts the pumping action, he should ensure all persons retreat to a safe distance away from the boom / pipeline. Should the blockage persist, the CPO will stop the pump, depressurise the line and investigate the location of the blockage before taking appropriate action (ie disconnecting pipework to locate and remove the blockage).		
A momentary blockage may occur that frees immediately this is often accompanied by increased engine / pump revs and noise. The CPO shall endeavour <i>where possible</i> to warn persons in the vicinity to stand clear. However the release is likely to cause the delivery hose and/or boom to move or “kick” before the pump action can be stopped.		

Key Matrix	<u>Party</u>	<u>S = Severity</u>	<u>L = Likelihood</u>	<u>R = Risk = S x L</u>
	M = Management S = Site Personnel O = Operative T = Third Party C = Customer	1 = Trivial Injury/ies 2 = Minor Injury/ies 3 = Major Injury/ies to one person 4 = Major Injury/ies to several people 5 = Death	1 = Improbable Occurrence 2 = Remote Occurrence 3 = Possible Occurrence 4 = Probable Occurrence 5 = Likely Occurrence	15 – 25 = High Risk 8 – 12 = Medium Risk 1 – 6 = Low Risk

SUPPLEMENTARY CONDITIONS FOR CONCRETE PUMPING 2011

TO BE READ IN CONJUNCTION WITH THE CPA MODEL CONDITIONS FOR THE HIRING OF PLANT 2011

EXPLANATORY NOTE: These Supplementary Conditions are used, partly, to raise the awareness of the Hirer's responsibility when requiring a concrete pumping operation; and, to define contractually the extent of the Owner's and Hirer's responsibilities as between themselves.

For the avoidance of doubt, when the hire is subject to the CPA's Model Conditions for the Hiring of Plant 2011 ("CPA Model Conditions"), the Owner is not a specialist sub-contractor and/or sub-contractor of the Hirer. The Owner will supply Plant pursuant to the CPA Model Conditions together with these Supplementary Conditions to form the Contract between the Owner and the Hirer.

1. DEFINITIONS AND INTERPRETATION

- 1.1 These Supplementary Conditions are applicable to the hire of concrete pumps and associated Plant only ("Pump") and shall be referred to as the "Supplementary Conditions".
- 1.2 Unless the context suggests otherwise words and terms in the Supplementary Conditions shall have the same meaning as in the CPA Model Conditions.
- 1.3 If any conflict shall appear between any provisions of the Supplementary Conditions and the provisions of the CPA Model Conditions then the former shall prevail.

RESPONSIBILITIES OF THE HIRER

2. CONCRETE SUPPLY

The Hirer is solely responsible for the concrete specification and the provision of a suitable and sufficient supply of concrete of a consistency, which is readily pumpable at a suitable rate. The Hirer shall be responsible for informing the Owner of the nature and extent of any additives that may be incorporated into the concrete. The Owner accepts no responsibility for delays in output arising from the Hirer's failure in this respect. The Hirer is also solely responsible for ensuring that the concrete supplied is of a quality and strength suitable and sufficient for the Hirer's purposes.

3. MANAGEMENT OF THE CONCRETE PUMPING OPERATION

The Hirer will be fully responsible for the management of the entire pumping operation in accordance with the terms of the Contract. The Hirer shall provide at its own expense, and shall ensure that a competent supervisor is in attendance at the beginning, throughout and at the end of the pumping operation to assist the operator.

4. SAFETY

A safe system of work will be established by the Hirer and this must be followed for each concrete pumping operation under the Construction Plant-hire Association's Best Practice Guide for the Safe Use of Concrete Pumps and in accordance with British Standard 8476:2007, whether it is for an individual pour or a series of pours.

5. FACILITIES

The Hirer shall provide the following facilities without charge to the Owner for such times as is reasonably required during the Hire Period:

- 5.1 Cement for grouting the pipelines at the rate of 50kg per 20 metres between the Pump and the point of discharge.
- 5.2 An adequate piped water supply at the Pump position.
- 5.3 Temporary light at the Pump position and along the pipeline when required.
- 5.4 Facilities for washing out the Pump and adequate assistance in cleaning any spillage.
- 5.5 The Hirer shall ensure that sufficient competent labour is made available to assist the Operator prior to pumping, during pumping and on completion of pumping; and if necessary when the pump leaves the site of operations.

- 5.6 Any additional labour required in respect of pipeline erection or dismantling.
- 5.7 Suitable supports for pipelines and anchorage points for vertical pipelines.
- 5.8 All access scaffold and ladders necessary for the safe and proper execution and progress of the work. The Owner has not included the cost of providing, erecting or moving any necessary scaffold.
- 5.9 The Hirer for Health and Safety reasons will provide a banksman who will assist the driver when the mixer lorry enters, traverses, or leaves the site.

6. GROUND AND SITE CONDITIONS

The Hirer shall provide and shall clearly indicate to the Owner's operator the suitable points where the Pump is to be set up. Without prejudice to clause 7 of the CPA Model Conditions the Hirer shall be entirely responsible for the ground upon which the Pump is to traverse and be set up. The Hirer shall be fully liable to the Owner for any damage to the Pump caused by ground conditions and shall indemnify the Owner and hold the Owner harmless against any liability, expense, loss or damage caused by ground conditions.

7. PUMP CAPACITY

In the event that the Contract specifies a particular type of Pump, the Owner reserves the right to supply a suitable alternative Pump to that specified. Acceptance of the Pump on site shall be acceptance of the variation of the Contract in respect of the Pump supplied and the Owner shall have no liability to the Hirer in respect of that variation.

8. BLOCKAGES

Any concrete blockage or chock either within the Pump machine or pipeline will not be construed as a breakdown under clause 9 of the CPA Model Conditions and/or the Contract.

9. PREPARATION / COMPLETION OF PUMPING

- 9.1 The Hirer shall allow the pump to arrive on site up to sixty minutes before it is ready to commence pumping and to allow up to sixty minutes after it has ceased the pumping operation to de-rig, wash out and prepare for travel. These periods of time will be charged at the working rate as agreed.
- 9.2 Concrete shall not be delivered to site until such time as the Pump operator deems that he is ready to commence pumping operations.
- 9.3 If the Pump is delayed in leaving the site, which is outside the Owner's control, this period will be charged at normal working rate to the Hirer.

10. INSURANCE

The Hirer shall take out and maintain insurance against any and all liabilities the Hirer might incur under the Contract. The Owner reserves the right at any reasonable time to require confirmation that the Hirer is complying with their insurance obligations.

11. DELIVERY AUTHORISATION

The Hirer shall provide a competent person to sign any delivery docket presented in respect of the delivery of any concrete and/or materials pertinent to the pumping operation.

12. CONTINUING HIRE

The Hirer's order is accepted on the basis that the Hirer will book his requirements on a daily basis in accordance with such arrangements as may from time to time be agreed between the Owner and the Hirer. One clear Working Day's minimum notice of cancellation is required, and the Owner reserves the right to charge the Hirer for any loss incurred due to insufficient notice being given.

13. ASSESSMENT

Unless otherwise agreed the quantities of concrete pumped by the Pump shall be assessed (except to the extent that the Owner shall show that any such assessment is not reasonably accurate) by the reference (in the case of ready mixed concrete) to its supplier's delivery dockets and (in the case of site mixed concrete) to the quantity of concreting materials used by the Hirer and to the mix-proportions on which the Hirer has based his production of concrete. Where assessment is made by reference

to mix-proportions the Hirer shall afford the Owner all such facilities as the Owner may reasonably require for the verification of quantities of material used and of the accuracy of the mix-proportion figures.

14. WORKING DAY

The Hirer shall be charged for the full Working Day, including any lunch and rest breaks taken by the Driver or Operator or any person supplied by the Owner.

RESPONSIBILITIES OF OWNER

15. SAFETY

The Owner shall be responsible for compliance with the Construction Plant-hire Association's Best Practice Guide for the Safe Use of Concrete Pumps and where appropriate British Standard 8476:2007

16. COMPETENCE

If the Owner provides an operator with the concrete pump, Clause 8 of the CPA Model Conditions will apply and the operator will be deemed to have the appropriate qualifications, training, and experience to operate the Plant.

17. DELIVERY

Any dates specified by the Hirer and/or the Owner for delivery of the Pump are estimates only and time for delivery shall not be made of the essence by notice. If no dates for delivery are so specified, delivery shall be within a reasonable time.

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.

1. DEFINITIONS

- 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.
- 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.
- 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.
- "Holiday Period" covers any cessation of work over Easter, Christmas, and the New Year, as well as any other Bank or Public holidays.
- "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.
- The "Owner" is the Company, firm or person letting the Plant on hire and including their successors, assignees, or personal representatives.
- "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.
- 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.
- 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

- 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).
- 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.
- 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

- 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.
- 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.
- 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.
- 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

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

- 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.
- 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.
- 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.
- 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):

- 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 log books.

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 contaminants will be removed from bunds, storage tanks and bowsters. 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.

HEALTH & SAFETY PRODUCT SAFETY DATA SHEET

READY MIXED CONCRETE

1. IDENTIFICATION OF SUBSTANCE/ PREPARATION & COMPANY/ UNDERTAKING

Name of substance: Ready-mixed Concrete

This safety datasheet applies to cement-containing products

Company: Shayler Concrete Pumping Ltd
Emergency contact details Tel: 01235 851523
 Shaylerconcretepumping.co.uk

Revision date: 1st November 2017

2. HAZARD INFORMATION

Classification according to Directive 57/548/EC

Hazardous – Irritant
R34, R38, R41, R43

Classification according to Regulation EC 1272/ 2008:

Signal Word: Danger
STOT SE3, Eye Damage1, Skin Sensitisation 1, Skin Irritation 2.
H315, H317, H318, H335, H372.



WET CONCRETE CAN CAUSE SERIOUS ALKALI BURNS IF IN DIRECT CONTACT WITH SKIN OR EYES.

SKIN:

Alkali burns, a form of skin ulceration, may result from contact with freshly mixed concrete.

Contact with strongly alkaline solutions such as concrete can initially cause nerve damage. Chemical burns may occur without the person being aware because they do not feel any pain.

Contact with wet cement mixes such as wet concrete can cause skin disease. Irritant contact dermatitis is caused by the combination of the wetness, alkalinity and abrasiveness of the ready-mixed concrete. Allergic contact dermatitis may be caused by individual sensitivity to chromium compounds in cement.

EYES:

Wet concrete in contact with eyes can cause irritation, inflammation or serious alkali burns, which may lead to blindness.

INGESTION:

Swallowing small amounts of fresh concrete is unlikely to cause any significant reaction. Larger amounts can cause irritation of the stomach and intestines.

INHALATION:

Wet concrete is not likely to create dust, but respirable dust may be released by the surface treatment and cutting or drilling of hardened

concrete. If inhaled in excessive quantities over a prolonged period or extended period, respirable dust can constitute a long-term health hazard.

Dusts containing Respirable Crystalline Silica* (quartz) present a greater hazard. Long-term exposure to respirable dust can lead to respiratory system damage and disease. Respirable crystalline silica has been associated with the lung disease silicosis.

The quartz content of the product will vary, and is related to the type of aggregate used in the production of the concrete. Advice on the quartz content and other chemical information is available from the supplying unit.

* Any references to respirable silica in this document only apply if hardened concrete is cut, drilled, milled or planed

3.COMPOSITION/ INFORMATION ON INGREDIENTS

Ready-mixed concrete is a mixture of:

- A cementitious material which may be cement or a mixture of cement with an addition (e.g. fly ash, ground granulated blast furnace slag or silica fume).
- Fine and coarse aggregate.
- Water
- Admixtures or additives may be added to modify the properties of the fresh or hardened concrete. Pigments may be added to colour the product.

HAZARDOUS INGREDIENTS:

SUBSTANCE NAME	EC NO.	%	DSD CLASSIFICATION	CLP CLASSIFICATION
Portland Cement	266-043-4	10-20	Xi; R34, R38,R41,R43	H315, 317,318, 335
Crystalline Silica*	238-878-4	Variable	Xn; R48/20	H372

4. FIRST AID MEASURES

General Advice

No known delayed effects. Consult a physician for all exposures except for minor instances

INHALATION:

If concrete dust is inhaled, remove to fresh air. If breathing difficulties or inflammation are experienced, seek medical attention.

SKIN CONTACT:

Where skin contact occurs with wet concrete, either directly or through saturated clothing, the concrete must be washed off immediately with soap and water.

If wet concrete enters boots or gloves, or saturates clothing, remove article immediately and wash before re-use.

EYE CONTACT:

Immediately and thoroughly irrigate with copious amounts of eye wash solution or clean water. Seek medical attention immediately.

INGESTION:

Remove to fresh air. If person is conscious, rinse out mouth and give water to drink. Seek medical advice.

5.FIRE FIGHTING MEASURES

Concrete is non-flammable and is not combustible.

Suitable extinguishing media: Not applicable

Unsuitable extinguishing media: Not applicable

Special exposure hazards: None

Special Protective Equipment for Firefighters: None

6. ACCIDENTAL RELEASE MEASURES

PERSONAL PRECAUTIONS:

Avoid contact with skin and eyes. Wear impervious clothing, gloves and boots. Wear eye protection. See Section 8 for guidance on personal protective equipment. See Section 7 for guidance on handling the product.

ENVIRONMENTAL PRECAUTIONS:

Prevent wet concrete from entering watercourses, ditches and drains.

METHODS FOR CLEANING:

Clean up any spillage before the concrete hardens, using suction or mechanical removal methods.

7. HANDLING AND STORAGE

SAFE HANDLING:

Avoid skin and eye contact. Wet concrete can cause serious alkali burns if in direct contact with skin or eyes. Contact with concrete may also cause skin disease by the combination of the wetness, alkalinity and abrasiveness of the ready-mixed concrete. Allergic contact dermatitis may be caused by individual sensitivity to chromium compounds which may occur in cement.

Do not sit or kneel on wet, un-hardened concrete without wearing the correct personal protective equipment.

Where concrete enters boots or gloves, or saturates clothing, the article should be removed immediately and washed before further use.

Refer to Section 8 for guidance on personal protection.

SAFE STORAGE:

Ready-mixed concrete is normally used upon receipt. However, the hardening process of ready-mixed concrete can be delayed by the use of additions and/ or admixtures, extending the period during which the precautions given in this data sheet should continue to be taken and during which time access by unauthorised persons should be prevented.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

TAKE MEASURES TO PREVENT:

1. Direct skin or eye contact with fresh concrete. It is also important not to kneel or sit on the fresh concrete as harmful contact can occur through saturated clothing.

2. Inhalation of dust created by the surface treatment and cutting of hardened concrete which may contain quartz.

If inhaled in excessive quantities over an extended period, respirable dust containing quartz can constitute a long term health hazard.

EXPOSURE CONTROL LIMITS/ SOURCE

TOTAL DUST	W.E.L	10 mg/m ³	8 hrs	T.W.A
RESPIRABLE DUST	W.E.L	4 mg/m ³	8hrs	T.W.A
RESPIRABLE QUARTZ (Crystalline SiO ₂)	W.E.L	0.1 mg/m ³	8hrs	T.W.A

W.E.L. = Workplace Exposure Limit

T.W.A. = Time Weighted Average

CONTROL MEASURES:

Dust caused by cutting or drilling hardened concrete should be controlled by containment, suppression and extraction/ filtration where possible.

INHALATION:

S22 – Do not breathe dust.

EYES, SKIN AND HANDS:

S24/25 – Avoid contact with skin and eyes.

S26 – In case of contact with eyes, rinse immediately with plenty of water and seek medical advice.

S36/37/ 39 – Wear suitable protective clothing, gloves and eye/ face protection

RESPIRATORY PROTECTION:

Respiratory protection is not usually required when working with wet concrete. If work creates dust (e.g. when cutting or drilling hardened concrete), and engineering controls do not keep dust levels below the levels shown in the table above, then suitable respiratory protection should be used to protect against inhalation of dust, and to ensure exposure is below the Workplace Exposure Levels given in the table.

HAND PROTECTION:

Impermeable gloves should be worn.

EYE PROTECTION:

Goggles should be worn to prevent the product entering the eyes (including dust).

SKIN PROTECTION:

Overalls and/or long-sleeved jackets and full length trousers. should be worn to protect skin from contact with wet concrete. Outer clothing should be waterproof if contact with wet concrete is likely. Wear impermeable boots to protect feet. Safety wellington boots should be worn If working with wet concrete, with waterproof trousers pulled over them to help prevent concrete entering the boots. If concrete saturates clothing, or enters gloves or boots, remove the articles immediately and wash before wearing again.

In addition to the above, the use of skin barrier cream and aftercare products is also recommended. se of skin barrier cream and aftercare products is also recommended



9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance	Grey, granular paste unless pigmented.
Odour	Slight, earthy odour
pH	Typically 10-14
Boiling Point / Range	Not determined
Melting Point / Range	Not determined
Flash Point	Not applicable
Auto Flammability	Not applicable
Flammability	Not applicable
Explosive Properties	Not applicable
Oxidising Properties	Not applicable
Vapour Pressure	Not applicable
Relative Density	Above 2.0
Water Solubility	Dependant on aggregate type
Fat Solubility	Not determined

10. STABILITY AND REACTIVITY

Conditions to Avoid: None

Materials to Avoid: None

Hazardous Decomposition Products: None

11. TOXICOLOGICAL INFORMATION

INHALATION:

If inhaled over a prolonged or extended period, respirable dust from drilling or cutting hardened concrete can lead to respiratory system damage and disease. Respirable crystalline silica* has been associated with the lung disease silicosis.

SKIN CONTACT:

Skin contact with wet concrete could result in serious alkali burns. Contact with concrete may also cause skin disease by the combination of the wetness, alkalinity and abrasiveness of the ready-mixed concrete. Allergic contact dermatitis may be caused by individual sensitivity to chromium compounds which may occur in cement.

EYE CONTACT:

Wet concrete in contact with eyes can cause irritation, inflammation or serious alkali burns, which may lead to blindness.

INGESTION:

Ingestion is very unlikely. Ingestion of large amounts may cause irritation of the stomach and intestines. Seek medical attention

12. ECOLOGICAL INFORMATION

ENVIRONMENTAL ASSESSMENT:

When used and disposed of as intended, no adverse environmental effects are foreseen, and concrete should not pose a significant ecological hazard. Prevent wet concrete entering watercourses, ditches & drains.

13. DISPOSAL CONSIDERATION

SAFE HANDLING OF RESIDUES / WASTE PRODUCT:

Hardened concrete is classed as non-hazardous and 'inert' but should be disposed of in accordance with local and national legal requirements. Hardened concrete can be readily recycled.

14. TRANSPORT INFORMATION

SPECIAL CARRIAGE REQUIREMENTS:

None – not classified as dangerous for transport.

15. REGULATORY INFORMATION

67/548/EEC: Irritant

RISK PHRASES

R34 – May cause burns. R38 - Irritating to the skin.

R41 – Risk of serious damage to the eyes.

R43 – May cause sensitisation by skin contact.

SAFETY PHRASES

S2 – Keep out of reach of children.

S24/25 – Avoid contact with skin and eyes.

S26 – In case of contact with eyes, rinse immediately with plenty of water and seek medical advice.

S36/37/ 39 – Wear suitable protective clothing, gloves and eye / face protection.

EC 1272/2008: Danger

Eye Dam. 1, Skin Sens. 1, Skin Irrit 2; STOT SE3
(Inhalation of dust)

HAZARD STATEMENTS

H315 – Causes skin irritation.

H317 – May cause allergic skin reaction.

H318 – Causes serious eye damage.

H335 – May cause respiratory irritation.

H372 – Causes damage to organs through prolonged and repeated exposure (inhalation of respirable silica if hardened concrete is cut or drilled).

PRECAUTIONARY STATEMENTS

P102 – Keep out of reach of children.

P261 – Avoid breathing dust.

P262 – Do not get in eyes, on skin, or on clothing.

P281 – Use personal protective equipment as required (see Section 8)

16. OTHER INFORMATION

TRAINING ADVICE: Wear and use of PPE.

RECOMMENDED USES AND APPLICATIONS: Industrial and construction applications.

FURTHER INFORMATION:

Contact: Office@Shaylerconcretepumping.co.uk
HSE Guidance Note EH40/2007
PPE Regulations 1992
COSHH Regulations 2002
Environmental Protection Act 1990
HSE Crystalline Silica EH59
Dangerous Substances Directive (DSD) 67/548/EEC
Classification, Labelling and Packaging Regulations (CLP)
EC1272/2008

Further copies of this Safety Data Sheet may be obtained
From: Shaylerconcretepumping.co.uk

LEGAL NOTICE

The information in this Safety Data Sheet was believed to be correct at the time of issue. However, no warranty is made or implied as to the accuracy or completeness of this information.

If you have purchased this product for supply to a third party for use at work, it is your duty to take all necessary steps to ensure that any person handling or using the product is provided with the information in this sheet.

If you are an employer, it is your duty to tell your employees and others who may be affected of any hazards described in this sheet and any of the precautions which should be taken. This Safety Data Sheet does not constitute the user's own assessment of workplace risk, and it is the user's sole responsibility to take all necessary precautions when using this product.

Shayler Concrete – Standard Conditions of Sale Ready Mixed Concrete

The Buyers attention is drawn to Conditions 7 (Quality) and 8 (Limitation of liability)

Acceptance of goods implies acceptance of these Terms and Conditions, unless otherwise previously agreed in writing.

DEFINITIONS “Buyer”: the person or company whose order for the Goods is accepted by the Company in accordance with these Conditions; “Company”: Shayler Concrete Pumping Limited; “Conditions”: these conditions of sale and any variation of them which is agreed in accordance with these Conditions; “Contract”: the contract between the Company and the Buyer for the sale and purchase of the Goods; and “Goods”: the goods which the Company is to supply under this Contract in accordance with these Conditions.

2. BASIS FOR SALE

2.1 These Conditions (and any additional terms contained in the quotation and/or mix design supplied by the Company) apply to all sales of the Goods to the exclusion of all other terms and conditions. No terms or conditions written upon, delivered with, or contained in the Buyer's purchase order, specification or similar document will form part of the Contract. No variation or addition to these Conditions (including the Buyer's own terms) is effective unless expressly confirmed in writing by a director of the Company. Acceptance of delivery of the Goods or any quantity of them shall be deemed to be acceptance by the Buyer of these Conditions.

2.2 Each order for the Goods by the Buyer to the Company is deemed to be an offer by the Buyer to purchase the Goods subject to these Conditions and shall be accepted by the Company on the earlier of issuing an acknowledgement of order or delivering the Goods. No Contract will come into existence until the Company accepts the order by either sending an acknowledgement of order to the Buyer or (if earlier) delivering the Goods.

2.3 Company reserves the right to charge the Buyer an additional charge where (i) delivery of Goods is required by the Buyer outside the Company's normal working hours; (ii) if the delivery vehicle is unable to discharge its load within 30 minutes of arrival at Buyer's site; or (iii) Buyer purchases quantities of the Goods which are substantially different from any quantity specified in the quotation.

2.4 Buyer is wholly responsible for ensuring the accuracy of the terms of any order and any applicable specification. Any recommendation or suggestion relating to any use, storage or handling of the Goods made by the Company either in sales and technical literature or in response to a specific enquiry or otherwise is given in good faith but it is strictly for the Buyer to satisfy itself of the suitability of the Goods for its own purposes and the Buyer accepts it does not rely on any such recommendation, suggestion, or representation.

2.5 The quantity, quality, description, and specification of the Goods shall be those set out in the Company's quotation, otherwise as set out in the conveyance note at delivery. The Company reserves the right to change the source of materials and the type and dosage rate of any admixtures and additives, from those set out in the quotation.

2.6 If the Buyer varies, cancels or refuses to accept delivery of an order then Buyer shall pay all additional costs that may be incurred by the Company. Buyer accepts the Company's cancellation policy where cancellations of less than 24hrs notice are charged at 15% of total order. In respect of concrete, where a cancellation instruction is received by the Company after batching has started, Buyer shall pay the Company for the concrete in full plus a charge for safe disposal.

3. DELIVERY

3.1 Delivery of the Goods shall take place either on discharge into the Buyer's vehicle at the Company's premises or on discharge from the Company's vehicle at the Buyer's site or as otherwise agreed by the parties. Buyer shall comply with the Company's site policies.

3.2 Buyer must provide safe, adequate access to the point of discharge of the goods, including adequate manoeuvring space for the delivery vehicle and ensuring the Company's employees and/or agents are safe. Failure to comply shall entitle the Company to refuse to make delivery and to charge the Buyer for any costs and/or losses incurred. Buyer to provide adequate wash out facilities if required for the Company's vehicle.

3.3 Buyer shall indemnify the Company and its employees, drivers and agents against any damage or injury caused by the acts and/or omissions of the Buyer, its employees, subcontractors, or agents while the delivery vehicle is present on or accessing the Buyer's site or while the Buyer is collecting the Goods from the Company's site. On any delivery (howsoever effected), the Buyer (i) satisfies itself as to the condition of the Goods; (ii) allows unhindered delivery of the Goods; (iii) signs the delivery note or in the case of delivery made using a sign on glass device, Buyer accepts the time stamp and geo code stamp will be conclusive evidence of acceptance of delivery; (iv) signs any record produced by the Company or its drivers in respect of any delay after the arrival of the Goods at the Buyer's site, including standing time, or other records; failing which or if the Company is unable to deliver the Goods on time because of the Buyer's default then (a) the Goods will be deemed to have been delivered; and (b) the Company may store the Goods until delivery whereupon the Buyer will be liable for all related costs and expenses (including without limitation storage and insurance).

3.4 Delivery times or dates specified by the Company are estimates only and the Company shall not be liable for any damages or losses arising out of failure to meet such date or time.

4. RISK AND TITLE

Risk in the Goods shall pass on delivery as provided by these Conditions. Ownership of the Goods shall not pass to the Buyer until the Company has received in full all sums due to it in respect of the Goods. If the Buyer fails to pay the contract price by the due date, the Company shall be entitled to enter the Buyer's site to recover the Goods and Buyer shall indemnify the Company against all and any cost incurred in so doing.

5. PRICE

5.1 The price payable for the Goods shall be the price stated in the quotation or the Company's applicable prices at the date of delivery where no quotation is given. The price quoted for the Goods is exclusive of any value added tax (VAT). The Buyer shall pay any such VAT or any other form of taxation imposed from time to time on the Goods. The Buyer agrees the price is confidential and will not disclose it to third parties, except its professional advisers, agents and representatives.

5.2 The price in any quotation may be varied by the Company at any time upon giving written notice (including by email), applicable to all orders delivered after the date specified in the notice.

5.3 The Company and the Buyer agree the Company may increase the price stated in any quotation by such additional amount to reflect any (i) increase and/or change in or introduction of any duties, tariffs, taxes, allowances, charges and/or levies which have the effect of increasing the Company's and/or its supply chain's costs; and/or (ii) change in applicable law which has the effect of increasing the Company's and/or its supply chain's costs. Such increase shall be in addition to the price stated in the quotation and the Buyer shall have no right of cancellation or termination due to any such increase. The Company shall have no liability to the Buyer for any losses, costs and/or damages suffered by the Buyer because of such increase to the price.

6. PAYMENT

6.1 Company must receive payment within 30 days of the Goods being delivered by the Company to the Buyer. Company may refuse (under this Contract or other contracts with the Buyer or its

associated companies) to accept or complete any order, suspend supplies, impose special conditions or cancel the Contract if (i) Buyer's credit limit is or will be exceeded on delivery; or (ii) where the Buyer fails to comply with these Conditions; or (iii) Buyer in the reasonable opinion of the Company, is unable to pay and/or stops or suspends payment of, any of, its debts as they fall due or is in financial distress; (iv) Buyer is subject to any form of insolvency procedure; or (v) where Buyer wishes to pay in cash.

6.2 In the case of late payment Buyer shall pay the Company interest on the net payment due at the rate set by the then current order pursuant to section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 (or any re-enactment thereof).

6.3 Whether in relation to this Contract or other contracts between the parties, Buyer shall not have any right of set-off, counterclaim, discount, abatement or otherwise, nor to withhold any payments due to the Company in the event of any dispute. The Company shall be entitled to set off without notice any liability of the Buyer to the Company against any liability of the Company to the Buyer, under this Contract or any other contract between the Company and the Buyer.

6.4 All sums payable to the Company by the Buyer in respect of any Goods delivered by the Company to the Buyer, shall become due immediately upon the occurrence of any event listed in condition 6.1 (iii) hereof, or, on termination of the Contract, on commencement of legal or dispute resolution proceedings against the Buyer or upon any failure by the Buyer to make payment for the Goods by the due date for payment.

6.5 In the event of any breach of these Conditions by the Buyer, or dispute between the parties relating to this Contract or any other contract between them, the Company shall be entitled to suspend, withdraw, or terminate any discount or rebate agreement between the Parties, affecting this Contract or any other contract between them.

7. QUALITY

7.1 The Company warrants that the quality of the Goods shall be in accordance with the specification quoted by the Company; however, the Company shall have no liability in respect of any minor deviations from any specification if the Goods are still compliant with applicable regulations or an independent expert has opined that the Goods are still suitable for uses appropriate with such specification. Subject to Conditions 7.2 and 8, where Goods supplied by the Company are proved to be defective or otherwise not in accordance with the Contract (“Defective Goods”): (a) the Company will at its sole discretion either (i) replace the Defective Goods as promptly as practicable; or (ii) refund the price paid for the Defective Goods. The Company has no liability for physical removal of Defective Goods, see 8.2 below where The Buyer must arrange separate insurance to cover this.

7.2 In any event, the Company shall not be liable under Condition 7.1 for any defect or failure in the Goods unless the Buyer (i) notifies the Company in writing of the alleged defect or failure within 14 days of delivery, or where the defect or failure was not apparent on reasonable inspection at the time of delivery, within 14 days of the time when the defect or failure ought reasonably to have been discovered; and (ii) allows the Company all reasonable facilities to investigate any such defect or failure promptly and to advise the Buyer of any remedial action which may be appropriate; and (iii) follows any reasonable remedial action recommended to it by the Company; and (iv) provides documentary evidence satisfactory to the Company that the Goods do not meet the applicable specification. If any Goods are known by the Buyer to be outside of specification or the terms of any order, under no circumstances shall the Company be liable for costs or liabilities relating to the continuance of works or further constructions, which should be the sole risk of the Buyer.

7.3 No warranty or representation is given that the Goods are suitable for any particular purpose or application and all warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979 (as amended)) are, to the fullest extent permitted by law, excluded from the Contract.

7.4 Any sampling and testing is carried out in accordance with such British Standard or European Standard or specification acceptable to the Company as appropriate. Compliance with such standard or specification shall be discharged by the Company at the Buyer's cost at the time of supply of the Goods to the Buyer and on the basis that the Company is the supplier and not the user of the Goods. No liability is accepted by the Company for surface finish.

7.5 The Company shall not be liable to the Buyer for any losses or costs resulting from unsuitable application, wrongful handling or placing of the Goods or inclement weather.

7.6 Concrete must be discharged within two hours of batching (or as otherwise agreed at the Company's discretion but at Buyer's sole risk). If the Buyer prevents such discharge, the Buyer will be charged for the concrete, its delivery, return and disposal. The Company accepts no responsibility for the workability, strength, or quality of its concrete if the Buyer shall have added anything whatever to it or authorised the alteration of the mix or failed to keep appropriate records relevant to its receipt and use.

8. LIMITATION OF LIABILITY

8.1 Nothing in these Conditions shall limit or exclude the liability of the Company for death or personal injury resulting from the negligence of the Company, its employees, or agents or for fraudulent misrepresentation. Save as specified in Condition 7.1, the Company shall not be liable whether in contract, tort (including negligence or breach of statutory duty), or otherwise to the Buyer for any form of damage, loss, cost or expense, whether direct, indirect, consequential, physical or economic (including but not limited to loss of profit and liquidated and/or unliquidated damages attributable to delay and/or disruption), which arises out of or in connection with the supply of the Goods or their use by the Buyer.

8.2 The Buyer acknowledges it bears the risk of all additional expenses, costs, losses, damages and liabilities which are incurred. Buyer acknowledges it can obtain insurance to cover such potential expenses, costs, losses, damages and liabilities. Should the Buyer wish the Company to have a higher limit of liability this must be raised with the Company at the earliest opportunity and expressly agreed by the Company in writing.

8.3 The Company will use reasonable endeavours to inform the Buyer if the Company is prevented or hindered from manufacturing, supplying or delivering the Goods due to breakdown of plant, non-availability of material, labour disputes, fire accident or inclement weather, transport difficulties, delays or any circumstances outside the Company's control but shall have no liability to the Buyer for failure to deliver in such circumstances. Company shall have no liability to the Buyer for failure to deliver due to the impact of COVID-19 on the Company's business and the Company may request extra time and costs from the Buyer to deliver in such circumstances.

9. GENERAL

9.1 Any notice to be given by either party to the other shall be in writing addressed to the party's registered office or principal place of business or such other address as may be notified to the other party from time to time.

9.2 This Contract may not be assigned by the Buyer but is fully assignable by the Company. A person who is not a party to this Contract shall not have any rights to enforce its terms.

9.3 Any provision of the Contract held illegal, invalid, void, voidable or unenforceable, in whole or in part, shall be deemed severable. All remaining conditions of the Contract are unaffected.

9.4 The Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts for any dispute in respect of these conditions.