



## **SMARTLIFT OPERATOR HIRE DISCLAIMER & OPERATIONAL TERMS**

**Central Platform Service Ltd (CPS / CPSlift.com)**

**Smartlift Operator Hire – Client Responsibilities & Conditions of Service**

This document forms part of and should be read in conjunction with **Central Platform Service Ltd's standard [HAE Hire Terms & Conditions](#)**, which shall apply to all Smartlift operator hire services unless otherwise agreed in writing.

### **1. Scope of Service**

During Smartlift operator hires, **Central Platform Service Ltd (“CPS”, “the Company”)** will endeavour, based on information supplied by the Client, to provide suitable lifting equipment for the intended operation.

Typically, the following information will be considered sufficient to assess equipment suitability:

- Site photographs
- CAD drawings
- Glass/material weights
- Dimensions and lifting details
- Access information and site constraints

Where adequate information is not available, CPS reserves the right to request a **pre-commencement site visit** before confirming equipment suitability.

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### **2. CPS Commitment**

CPS agrees to:

- Attend site on the **pre-agreed date and time**.
- Supply lifting equipment in **good working order**, with current **LOLER certification**, inspection records and servicing documentation.
- Provide a **trained, competent and authorised Smartlift operator**.
- Provide the operator with suitable **Personal Protective Equipment (PPE)**.
- Provide a **risk assessment relating solely to Smartlift operations and equipment use**.
- Operate strictly under the instruction and direction of the Client's nominated installation team leader.



### 3. Client Commitment

The Client agrees to:

- Provide relevant **site-specific risk assessments** and notify CPS of any known or foreseeable hazards prior to commencement.
- Ensure adequate **public liability and appropriate insurance cover** is in place, including cover for hired-in plant and equipment where required.
- Ensure any required **road closures, pedestrian management, traffic management, permits or access controls** are in place before work commences.
- Attend site on the **pre-agreed date and time**.
- Provide a suitable **unloading area, operational space and parking provision** for CPS vehicles and equipment for the duration of the hire.
- Ensure site access, ground conditions, structural suitability, weather conditions and working environment are safe and suitable prior to commencement.
- Supply an **adequately trained and competent installation team**, including a designated **team leader authorised to provide operational instruction to the Smartlift operator**.

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### 4. Liability & Responsibility

The Smartlift operator supplied by CPS acts solely as an equipment operator and works **under the instruction of the Client's installation representative**.

The Client retains responsibility for:

- Installation methodology.
- Load integrity and suitability.
- Glass/material handling procedures.
- Site management and operational control.
- Direction of lifting operations.

To the fullest extent permitted by law and subject to applicable HAE Hire Terms & Conditions:

- CPS shall **not accept liability** for breakage, damage, loss, delays, consequential losses, or damage to materials, products, structures, surrounding property or third-party property arising during operations.
- The Client agrees to **indemnify and hold harmless CPS** against claims, losses, costs, damages or liabilities arising from site conditions, installation methods, operator instructions, inadequate staffing, or circumstances outside CPS's reasonable control.



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## 5. Additional Time & Extended Hire

Should the operation exceed the **pre-agreed hire duration**, and where the CPS operator agrees to remain on site, the Client accepts liability for **additional equipment and operator hire charges** at the prevailing hourly rate.

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## 6. Cancellation, Delays & Abortive Visits

If work cannot proceed, is delayed, postponed or cancelled on the day due to, including but not limited to:

- Unsuitable site conditions
- Inadequate access arrangements
- Adverse weather conditions
- Delays by other contractors
- Safety concerns
- Insufficient labour or preparation
- Permit, traffic management or access failures
- Any circumstance outside CPS's control

then CPS reserves the right to issue charges in full and **all invoices shall remain payable**.

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## 7. Acceptance

By instructing CPS to provide Smartlift operator hire services, the Client confirms acceptance of:

- This disclaimer and operational terms document.
- CPS standard [HAE-aligned Hire Terms & Conditions](#).
- Responsibility for compliance with site safety, operational control and project coordination requirements.

### **Central Platform Service Ltd (CPS / CPSlift.com)**

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