

Code of Conduct for Hire & Assembly Members

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TERMINOLOGY

For the purpose of these requirements the following definitions apply:

The definition of **hire and assembly operations** is:

The administration, consultation, specification, design, issue, assembly, adjustment, dismantling or inspection of mobile towers or the components of mobile towers, that are within the scope of EN1004, BS1139 Part 6, or other standards that may be considered as appropriate by the PASMA Council .

The definition of a **competent person** is:

A person who has received PASMA training to a level appropriate to their function together with an appropriate level of experience

The definition of a **direct employee** is:

Persons either full or part time, permanently or temporarily employed by the member under a contract of service when applying the principles of common law given in guidance by HMRC in the UK or when applying the relevant rules of employment and/or taxation law in other countries.

The definition of a **non-directly employed** person is:

Persons who are paid or paid for by the member and who are not a **direct employee** of the member including:

- a) Self-employed persons employed under a contract for service when applying the principles of common law given in guidance by HMRC¹ in the UK or when applying the relevant rules of employment and/or taxation law in other countries.
- b) Persons who are a direct employee of another employer or who are non-directly employed by another employer when applying the principles of common law given in guidance by HMRC or when applying the relevant rules of employment and/or taxation law in other countries.
- c) Persons otherwise employed under a contract for service either directly by the member or through an agency acting on behalf of the member and/or the person when applying the principles of common law given in guidance by HMRC or when applying the relevant rules of employment and/or taxation law in other countries.

The definition of a **mobile tower** is:

A structure composed of **mobile tower equipment** and in some instances, **ancillary mobile tower equipment**, and which conforms to the requirements of EN1004.

The definition of a **prefabricated tower scaffold** is:

A structure composed of mobile tower equipment conforming to the requirements of EN1004 or other standards that may be considered as appropriate by the PASMA Council, and in some instances ancillary mobile tower equipment, and which conforms to the requirements of BS1139 Part 6 or other standards that may be considered as appropriate by the PASMA Council.

¹ Her Majesty's Revenue & Customs

The definition of **mobile tower equipment** is:

*Prefabricated components of a **mobile tower** or **prefabricated tower scaffold** conforming to the requirements of EN1004, BS1139 Part 6 or other standards that may be considered as appropriate by the PASMA Council, and which are specified in the manufacturer's instruction manual.*

The definition of **ancillary mobile tower equipment** is:

*Couplers and base plates used in conjunction with a **mobile tower** and which conform to the requirements of the relevant parts of EN74 or other standards that may be considered as appropriate by the PASMA Council. Loose aluminium tubes used in conjunction with a **mobile tower** and which conform to the requirements of EN12811 Part 2 or other standards that may be considered as appropriate by the PASMA Council.*

REQUIREMENTS

1. Hire & Assembly members shall at all times so order their conduct as to uphold the integrity and trading standards of the mobile access industry and pay particular regard to the maintenance and observance of this code of conduct.
2. The service provided by Hire & Assembly members to their clients shall be rendered with absolute fidelity on a fair and equitable basis with due regard to the best standards of workmanship, integrity and courtesy. The utmost care and good faith shall be observed by the member in the preparation of any designs, statements and estimates, having regard to the necessity for safety, accuracy and reliability of such documents in providing the basis for works and transactions to be carried out with the full confidence and trust of the client.
3. In the interest of the parties, all contracts and agreements between the Hire & Assembly members and their clients, together with any alterations thereto shall be in writing.
4. Hire & Assembly members must hold a minimum of £5m in public liability insurance and an adequate level of professional indemnity insurance appropriate to the activities of their business.
5. Training in the range of skills required by the association shall be accepted as a collective responsibility and Hire & Assembly members shall play their part in upholding and improving standards by participation in training schemes sponsored or recommended by PASMA.
6. Hire & Assembly members shall ensure that all of their **direct employees** who are involved in the members **hire and assembly operations** shall be PASMA trained to a level appropriate to their function within 8 weeks of their starting work with that member.
7. Hire & Assembly members shall ensure that all **non-directly employed** persons who are involved in the members **hire and assembly operations** shall be PASMA trained to a level appropriate to their function before starting any work involved in those **hire and assembly operations**.
8. Hire & Assembly members shall ensure that any in-house or on-site training is carried out on a ratio of 1:1 trainees to fully trained **direct employees** or **non-directly employed** persons. This does not include any PASMA training.
9. Hire & Assembly members shall ensure that all of their **mobile tower equipment** has third party certification from a European accredited test authority in accordance with the requirements of EN1004 or BS1139 part 6.
10. Hire & Assembly members shall ensure that all of their **ancillary mobile tower equipment**;
 - all couplers and base plates used in conjunction with a **mobile tower** or **prefabricated tower scaffold**, conform to the requirements of the relevant parts of EN74
 - all loose aluminium tubes used in conjunction with a **mobile tower** or **prefabricated tower scaffold** conform to the requirements of EN12811 Part 2
11. Hire & Assembly members shall ensure that all of their **mobile tower equipment** and **ancillary mobile tower equipment** is produced by a manufacturer with an accredited ISO quality management system with third party certification from a European accredited body.
12. Hire & Assembly members shall ensure that all of their stock of **mobile tower equipment** which may be issued for use is;
 - fit for purpose
 - undamaged
 - functional

and complies with the minimum condition quality requirements given in the PASMA Aluminium Mobile Access Tower Inspection Guidance.

Where the majority of the **mobile tower equipment** in a **mobile tower** or **prefabricated tower scaffold** is made from materials other than aluminium the member shall be able to demonstrate that the **mobile tower equipment** meets the minimum condition quality requirements specified by the manufacturer.

13. Hire & Assembly members shall ensure that all of their **ancillary mobile tower equipment**; which may be issued for use is;

- fit for purpose
- undamaged
- functional

14. Hire & Assembly members shall ensure that any **mobile tower equipment** that is;

- not fit for purpose
- damaged
- non functional

is conspicuously marked accordingly and then removed to a secure and appropriately and clearly marked place for the storage of such equipment until such time as it is either;

- destroyed
- restored to the minimum condition quality requirements given in the PASMA Aluminium Mobile Access Tower Inspection Guidance either;
 - by repair by the manufacturer
 - by a repair organisation that is approved by the manufacturer and which operates within an accredited ISO quality management system with third party certification from a European accredited body.

15. Hire & Assembly members shall ensure that any **ancillary mobile tower equipment** that is;

- not fit for purpose
- damaged
- non functional

is conspicuously marked accordingly and then removed to a secure and appropriately and clearly marked place for the storage of such equipment until such time as it is either;

- destroyed
- restored to a condition where it is fit for purpose, undamaged and functional by repair either;
 - by the manufacturer
 - by a repair organisation that is approved by the manufacturer and which operates within an accredited ISO quality management system with third party certification from a European accredited body.

16. Hire & Assembly members shall ensure that no **mobile tower equipment** shall be issued for use unless it is accompanied by a legible copy of the applicable and current manufacturers' instruction manual for that **mobile tower** or **prefabricated tower scaffold**.

17. In the case of a specifically designed configuration of **mobile tower** or **prefabricated tower scaffold**, Hire & Assembly members shall ensure that no **mobile tower equipment** or **ancillary mobile tower equipment** shall be issued for use unless it is accompanied by a design and method statement for the assembly, modification, movement, and dismantling of that **mobile tower** or **prefabricated tower scaffold**.

18. Hire & Assembly members shall ensure that no **mobile tower equipment** or **ancillary mobile tower equipment** is issued for use unless it has sufficient **mobile tower equipment** to comply with the schedule of **mobile tower equipment** quantities contained in the

manufacturer's instruction manual or the schedule of **mobile tower equipment** quantities supplied for a specially designed configuration of **mobile tower** or **prefabricated tower scaffold**.

19. Hire & Assembly members shall ensure that no **mobile tower equipment** or **ancillary mobile tower equipment** is issued for use unless it has been inspected by a **competent person** in the previous 48 hours prior to issue and that it has been certified by that **competent person** as fit for issue and that this inspection has been recorded.
20. Hire & Assembly members shall ensure that no **mobile tower equipment** or **ancillary mobile tower equipment** is used in the assembly of a **mobile tower** or **prefabricated tower scaffold** unless it has been inspected by a **competent person** at the time of assembly and that the **mobile tower** built from that equipment is certified by that **competent person** as fit for use and meeting the minimum condition quality requirements noted above and that this inspection has been recorded.
21. Hire & Assembly members shall ensure that no **mobile tower equipment** is issued for use unless all the **mobile tower equipment** is supplied by the same manufacturer except;
 - if the different manufacturers of the **mobile tower equipment** confirm that the **mobile tower equipment** is compatible and a suitable instruction manual is available
 - or the manufacturer claiming their **mobile tower equipment** is compatible with another manufacturers **mobile tower equipment** can demonstrate that they have appropriate product liability insurance which covers such use
 - and that their **mobile tower equipment**;
 - is dimensionally the same such they fit together with the other manufacturers **mobile tower equipment**
 - has identical or better properties than the **mobile tower equipment** of the other manufacturers **mobile tower equipment**
 - is manufactured to the same standard as the other manufacturers **mobile tower equipment**
 - is supplied with an instruction manual which adequately covers the mixing of their **mobile tower equipment** with the other manufacturers **mobile tower equipment**
22. Hire & Assembly members shall ensure that all **mobile towers** which they assemble modify or dismantle are assembled, modified or dismantled using either; an advance guardrail system or the 3T method of fall prevention.
23. Hire & Assembly members shall ensure that all **mobile towers** are inspected on site in accordance with the PASMA Code of Practice.

PASMA MATTERS

24. Hire & Assembly members shall be loyal to the interests of the PASMA and shall play an active part in the work of PASMA, attend and participate at committee meetings. A requirement, where possible is to attend all PASMA Hire & Assembly committee meetings. They shall be prepared to accept nomination to chair and generally further the interests of the PASMA Hire & Assembly committee and its members.
25. Hire & Assembly members shall not divulge or disclose confidential information from PASMA sources to non-members.
26. Should a Hire & Assembly member at any time be asked by resolution of the PASMA Council to explain their conduct in any matter to which the Code of Conduct relates they

shall submit all pertinent facts to the PASMA Council or Committee nominated for that purpose.

27. Hire & Assembly member shall not consciously endeavour to attract or offer employment to an employee of a fellow member without first having advised the fellow member; but membership in no way prohibits negotiation between any member and a person who on his own initiative, or in response to public advertisement, replies to that member for employment.
28. A Hire & Assembly member shall guard against association with or the use of his name by any person or organisation which it might reasonably be anticipated would bring PASMA into disrepute.
29. Hire & Assembly members shall refrain from publicly expressing critical comment on the services, conduct or charges of a fellow member.
30. Hire & Assembly members shall accept the duty of referring to the Executive Directors of PASMA any breach of this Code which may appear likely to bring discredit on PASMA or its members.
31. Hire & Assembly members shall pledge themselves to assist each other in all matters of common concern and to provide PASMA with such statistics and other information as may from time to time be requested.
32. Hire & Assembly members shall use their best endeavours to identify other members' items of **mobile tower equipment, ancillary mobile tower equipment** and other capital equipment, which may come into their possession. If any such items of equipment are identifiable by colour, names or distinguishing marks as shown in the manufactures instruction manuals, then members shall notify the member to whom they belong. Hire & Assembly members shall undertake to return such items of equipment to other members who can prove ownership.
33. Dealings in second-hand **mobile tower equipment or ancillary mobile tower equipment** by Hire & Assembly members shall be closely checked and a member shall not purchase or offer for sale or hire any such equipment properly identified as belonging to another member without that member's prior written permission. Any such permission must be confirmed in writing with the owner, partner, or director of the member company whose **mobile tower equipment, ancillary mobile tower equipment** is being offered for purchase, sale or hire.
34. Safety is of paramount importance and Hire & Assembly members shall maintain, operate and review as necessary, a safety policy which takes account of current health and safety regulations, product standards, codes of practice and guidance issued from time to time by PASMA.
35. Hire & Assembly members shall undertake to cooperate fully with all persons appointed by PASMA for the process of verification of compliance with this Hire & Assembly Code of Conduct.

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