

CLERMONT CRANE HIRE
TERMS AND CONDITIONS:
CONTRACTS OF CARRIAGE & WET HIRE OF PLANT AND EQUIPMENT

1. Definitions

Unless otherwise required by the context or subject matter, the following definitions shall apply:

- 1.1. "Agreement" means this agreement and includes any written variation to this agreement;
- 1.2. "Charges" means the charges payable to the Contractor for the
- 1.3. Wet Hire of the Plant and Equipment; or
 - 1.3.1. carriage of the Goods,
 - 1.3.2. at the rate specified on the face of this Agreement,
- 1.4. "Contractor" means Clermont Crane Hire Pty Ltd (ACN 133 248 245) of YANKEE STATION CLERMONT, QUEENSLAND 4721 and includes its employees, agents or any sub-contractors and their employees,
- 1.5. "Customer" means the party specified as such on the face of this Agreement / Budget Estimate / Email and includes any party claiming through, under or in trust for the Customer;
- 1.6. "Customer's Covenants" means the covenants, agreements and obligations contained or implied in this Agreement or imposed by law to be observed and performed by the Customer;
- 1.7. "Due Date for Payment" means, unless otherwise specified on the front of this Agreement, fourteen (14) days from:
 - 1.7.1. the date of the invoice
 - 1.7.2. the last day of Wet Hire of the Plant and Equipment; or
 - 1.7.3. delivery or attempted delivery of the Goods,
 - 1.7.4. as the case may be,
- 1.8. "Event of Default" means an event specified in clause 1.8 of this Agreement;
- 1.9. "Goods" shall include all wares, merchandise, plant, machinery and articles of every kind and description and further includes packages, crates, cases and the contents thereof of whatsoever kind for carriage by the Contractor;
- 1.10. "Job Site" means the site where the Customer requires the Plant and Equipment from time to time and includes the site specified on the face of this Agreement;
- 1.11. "Insurance" includes any policy of insurance effected by the Customer under this Agreement;
- 1.12. "Operating Site" means the site at the Job Site where the Plant and Equipment is operated at the direction of the Customer from time to time,
- 1.13. "Operator" means the operator employed or contracted by the Contractor to operate the Plant and Equipment for the Customer during the period of Wet Hire of that Plant and Equipment;
- 1.14. "Plant and Equipment" means the plant and equipment specified on the face of this Agreement and includes but is not limited to any item of plant, equipment, machinery or vehicle, and any tools, accessories, parts, items of equipment and devices affixed to or supplied with such plant, equipment, machinery, or vehicle supplied to the Customer by the Contractor;
- 1.15. "Third Party Payee" shall mean a party other than the Customer, as specified on the face of this Agreement, whom shall be invoiced for the Charges by the Contractor; and
- 1.16. "Wet Hire" means the hire of any plant, equipment, machinery or vehicle to a Customer with an operator for that plant, equipment, machinery or vehicle, as the case may be.
- 1.17. "Crane Booking for the day" equates to twelve (12) hours minimum for personnel and equipment.

2. Conditions

- 2.1. In the event of there being any conflict between the terms and conditions of this agreement and any other terms and conditions in a Customer's document, the terms and conditions of this Agreement shall prevail to the effect that any other terms and conditions shall be of no effect.
- 2.2. The terms and conditions of this Agreement / Budget Estimate / Email together with any written special instructions provided to the Contractor by the Customer shall contain the entire and only agreement between the parties in respect of this of this Agreement and any representation, promise, condition or warranty in connection therewith not otherwise incorporated into this Agreement shall not be binding upon either party.

3. Payment of Charges

- 3.1. Invoices are to be paid within 14 days from the invoice date. Failure to do so will incur a \$60.00 overdue fee per week per invoice.
- 3.2. The Customer or the Third Party Payee as the case may be, shall pay to the Contractor the Charges without any right of sell off or deduction on the Due Date for Payment plus interest at the rate of twenty per cent (20%) per annum on any

money due to be paid under this Agreement which remains unpaid calculated daily from the Due Date for Payment to the date of actual payment.

- 3.3. Every special instruction to the effect that the Charges under this Agreement shall be paid by the Third Party Payee shall be deemed to include a stipulation that if the Third Party Payee does not pay the Charges with fourteen (14) calendar days of the Due Date for Payment, then the Customer shall pay the said Charges to the Contractor.
- 3.4. The Contractor shall be entitled to charge extra for the carriage of the Goods or the Wet Hire of the Plant and Equipment, as the case may be, for all delays caused in the transit of the Goods or the delivery of the Plant and Equipment to the Job Site or by the Contractor obeying any instructions given by the Customer as a result of such instructions. The Contractor shall oncharge any costs involved in this at a rate of Invoice plus 25%.
- 3.5. Requests for credit or an extension of time to pay the Charges, will not be considered by the Contractor unless advised by the Customer or the Third Party Payee within seven (7) calendar days from:
 - 3.5.1. the date of the invoice;
 - 3.5.2. the last day of Wet Hire of the Plant and Equipment; or
 - 3.5.3. the delivery or attempted delivery of the Goods, as the case may be.
- 3.6. The Customer shall pay to the Contractor all costs incurred by the Contractor in enforcing payment of any amount due, including (but not limited to) all fees payable by the Contractor to:
 - 3.6.1. the Contractor's employees for their time spent enforcing payment, such time to be charged per hour or part thereof at \$60.00 per hour;
 - 3.6.2. a bank for cheque or direct debit dishonour fees;
 - 3.6.3. any debt collecting agency appointed by the Contractor from time to time; and

Value of Debt referred	Commission Rate
\$500 - \$20,000	15%
\$20,001 - \$50,000	12.5%
\$50,001 - \$100,000	10%
\$100,001 or greater	7.5%

Please note: Debts aged over 365 days attract an additional 10% commission on top of the above scale.

- 3.6.4. any solicitor (for party/party costs and solicitor/Customer costs) appointed by the Contractor from time to time.
- 3.6.5. All payments to be made via EFT (Details supplied on the bottom of all invoices). Cheque transactions will incur a \$100.00 processing fee.
- 3.6.6. The Contractor shall on-charge any costs, including but not limited to: fees or time associated with site / specific inductions, training, authorisations required to complete requested job.
- 3.7. The Contractor shall be relieved of its obligations to perform under this agreement to the extent that the performance thereof is prevented directly or indirectly by or in consequence of any failure by the Customer, fire, weather conditions, industrial dispute or any other cause whatsoever beyond the reasonable control of the Contractor.
- 3.8. Time shall be of the essence of the Customer's Covenants.
- 3.9. Wet weather stand down is eight (8) hours minimum pay / shift (or up to 8 hrs / shift if stand down occurs after commencement of shift) for men and equipment.
- 3.10. Each party must execute and do all acts and things necessary or desirable to implement and give full effect to the provisions and purpose of this Agreement.
- 3.11. No reliance on warranties – the Customer acknowledges and agrees that:
 - 3.11.1. the Customer has satisfied itself as to the condition and suitability of the Plant and Equipment and its fitness for the Customer's purposes; and
 - 3.11.2. the Customer has, prior to signing this Agreement / issuing of Purchase Order, examined the Plant and Equipment and satisfied itself as to its compliance with the specifications as well as its condition, suitability and fitness and the validity of the warranties of the manufacturer or supplier.

4. Special Conditions

- 4.1. In the instance of any night shift being worked, two, ten (10) hour fatigue management charges, are required for all employees, for the day immediately before the first nightshift and following the end of the last consecutive nightshift.
- 4.2. There is a minimum charge per job including weekends, public holiday and callouts at overtime rate.
 - AT18, 20 and 25 Cranes – Minimum 4 hour charge per job
 - 55T and 80T crane – Minimum 6 hours charge per job
 - 100T and 130T crane – Minimum 8 hours charge per job
 - 220T crane Min 10 hours
- 4.3. Less than forty-eight (48) hours' notice of cancellation, a twelve (12) hours min charge rate for crane, equipment and personnel booked will apply.

- 4.4. If site allowances are applicable, these are chargeable as extras.
- 4.5. Site Inductions and or authorisations of men and equipment and or medicals are not considered in the budget estimate. All time to action Site Inductions and or authorisations of men and equipment and or medicals/drug and alcohol/functional evaluation capacity but not limited to, will be charged to the Customers account at the applicable hourly rate including men and equipment should the men and equipment be on site whilst inductions and authorisations are undertaken
- 4.6. Any delays outside of Clermont Crane Hire Pty Ltd's control will be charged as extras for example wet weather, fog, wind, unacceptable lighting, delays in receiving a signed Variation Form, but not limited to.
- 4.7. Supply of Plant and Machinery is subject to availability at time of request. At the request of the Customer, Clermont Crane Hire can arrange a cross hire at a charge of cost + 25%
- 4.8. Additional costs apply for mobilization and demobilization.
- 4.9. Charge rates may differ from those listed above on sites where labour hire employees are covered under a site where the E.B.A states that labour hire employees must be paid the same rates as a full time on-site employee. In this case a new rate will be negotiated.
- 4.10. Quotes for multiple pieces of Plant and Machinery are not considered separable. The Contractor reserves the right to revise the Budget Estimate if not accepted in full by the Client.
- 4.11. Clermont Crane Hire Pty Ltd reserve the right to charge any additional costs including but not limited to: Traffic control, council fees, tolls, ferries, taxi fees, operator travel at the labour rate plus over time (if applicable), rest breaks, meal breaks, Ute hire, meals, accommodation that are incurred in delivering the services. These costs will be oncharged at a rate of invoiced amount plus 25%.
- 4.12. If any crane or machinery is made unserviceable or bogged while on or either travelling to and from a job the said equipment will be on hire until either made fully serviceable and removed from the bog at the Customer expense.
- 4.13. Pushing and Pulling Pins/Tracks are at the operators discretion. Pins that are too tight will require other approved method's to remove them. Cranes are designed for lifting and lowering and should damage occur to the crane as a result of the Pushing and Pulling of Pins / Tracks the customer is responsible for all costs / hire until the crane is in a fully serviceable condition.
- 4.14. Unless requested by the Contractor, or specified otherwise, Plant and Machinery with lifting capacity greater than 50t is not supplied (or included in the prices in the budget estimate) with the auxiliary winch and or fly's fitted. If required, the Customer must request the auxiliary winch and or fly and shall be responsible for all costs associated with fitting and removal of these accessories and transportation depot to depot.
- 4.15. Clermont Crane Hire Pty Ltd or any subcontractor, servant, agent will not be photographed, filmed, quoted for any purpose what so ever.

Further to the "General Conditions Applicable to All Hire", the parties acknowledge the Rental Rates and or Pricing is submitted on the following basis:

Description of Service or Charge	Responsible Party		
	Not Applicable	Customer	Contractor
Site induction cost & labour charges for crew		X	
Site specific medical cost and labour charges for crew		X	
Supervision charges		X	
Overtime charges for outside the normal working hours of 7.00am and 3.00pm Monday to Friday including weekends & Public Holidays for Plant and Machinery & crew		X	
Labour charges for 10 hour break periods which carry past 7.00am the following day until the 10 hour break period is achieved		X	
Minimum 4 hour charges for labour & overtime, for after hours and weekend callouts. With Plant and Machinery charged for minimum charge rate.		X	
Minimum 8 hour charges for labour & overtime, for Public Holidays. With Plant and Machinery charged for minimum charge rate.		X	
Daily travel time and overtime charges of crew to and from site		X	
Daily transport charges for crew to and from site (Vehicle)		X	
Pre night shift fatigue management charges of 10 hours per person for crew		X	
Post night shift fatigue management charges of 10 hours per person for crew		X	
Night shift allowance charges for night shift crews		X	
Light Vehicle – per shift		X	
Unless otherwise agreed in writing the charges for hire are calculated from the time the Men, Plant and Machinery and any associated equipment leaves the		X	

Contractor's depot until it is returned to the Contractor's depot			
Diesel Fuel		X	
Meals Accommodation		X	
Wet / Inclement weather Plant and Machinery, labour & overtime standby charges		X	
Plant and Machinery, labour & overtime demurrage charges for any delays uncounted, outside the control of the Contractor		X	
Plant and Machinery supplies and fitted with the auxiliary winch and or fly's fitted		X	
The Contractor is not a common carrier and responsibility for insurance of the goods rests with the Customer		X	
The Customer will be liable for all extra cost and risk incurred by the Contractor sustained by reliance on the weight and declared nature of the Goods. The Customer shall indemnify the Contractor for all Losses which may be suffered or incurred as a consequence of the Contractor having relied upon the Customer's declaration as to the nature weight and centre of gravity of the Goods		X	

5. Contractor's Duties:

- 5.1. The Contractor shall arrange for delivery to and the return from the Job Site of the Plant and Equipment.
- 5.2. The Contractor shall at its own expense keep and maintain the Plant and Equipment in a proper working order and condition and in good and substantial repair and shall arrange for the operation, maintenance and storage of the Plant and Equipment with due care and diligence in compliance with any instructions received from the Customer, providing it meets with OEM approval and other rules and regulations of relevant Authorities.
- 5.3. The Contractor shall arrange for the Plant and Equipment to be operated by an Operator who is a properly trained and competent person to do so.

6. Customer's Obligations:

- 6.1. The Customer is responsible for specifying in writing:
 - 6.1.1. the Operating Site for the Plant and Equipment; and
 - 6.1.2. the route on the Job Site for the Plant and Equipment to arrive at the Operating Site.
 - 6.1.3. the weight, centre of gravity, correctly rated lift points and nature of the goods to be lifted
- 6.2. The Contractor shall arrange for delivery escort / site clearances of the Plant and Equipment to and the return from the Job Site.
- 6.3. The Customer shall ensure that there is sufficient space and amenities for use of the Plant and Equipment in terms with the Customer's instructions and, the Contractor shall not be liable for any loss or damage including consequential loss to the Customer or any other person arising out of a breach of the Customer's obligations under this subclause.
- 6.4. A purchase order must be supplied to the Contractor before the commencement of any work can begin.
- 6.5. Where cranes are left on site, the cost to return employees to their starting point / accommodation / depot will apply at the Customer's expense.
- 6.6. Cost associated with transport (for vehicles and or crews) to and from the crews depot and or point of accommodation each day shall be to the account of the Customer
- 6.7. The Customer shall ensure that clear access and suitable load bearing area to accommodate the loads of the plant and machinery at the required driving positions. No allowance has been made for the construction of any ground preparation, pads, and access roads that may be required. The Customer shall provide all weather access and compacted ground to accommodate the loads of trucks at the required operational positions. No allowance has been made for the removal of precast concrete barriers, obstructions including scaffolding and/or traffic management changes. This is to be available at all times for Clermont Crane Hire Pty Ltd personnel, servant, subcontractor or agent to all sites.
- 6.8. Crane Operators are not, nor are they meant to be Geotechnical Engineers. On many sites an operators experience and expertise will determine a safe crane set up. However if doubt exists an Authorized person or suitable Engineer must be contacted to determine the continuing suitability of any ground, which must be conveyed in writing to the Contractor, at the Customers expense.
- 6.9. All underground services are the Customers responsibility to locate, and obtain approval to operate on or over the services.
- 6.10. All care will be taken but the Contractor does not accept responsibility or cost for damage or damage minimisation to existing pavements and roads where heavy vehicles and Plant and Machinery are required to move no liability is accepted by the Contractor for damages if they occur.
- 6.11. No allowance has been made for notification to local businesses or persons that may be affected by the operation, No allowance has been made for the removal or isolation of any overhead or underground services. Budget Estimate is

based on the isolation of power or services, including electrical spotters, supervision and reconnection being undertaken by the Customer at no cost to the Contractor.

- 6.12. The budget estimate is based on the assumption that the relevant authorities will provide permits and approval for unrestricted travel and setup for the required transport vehicles and equipment. The budget estimate is based on travel to the site at an acceptable level of risk.
- 6.13. No allowances are made for delays due to wet weather or other delays beyond the Contractor's control
- 6.14. Designed lifts / Engineered lifts / Complex lifts are for the cost of the Customer and are not accounted for in the budget Estimate
- 6.15. A signed and approved Variation form to extend the services beyond the approved Purchase Order must be supplied before the commencement of planned demobilisation to the Contractor for consideration. This Variation form will only be deemed valid if signed by both parties as the Contractor has the right to refuse.

7. Operator of the Plant and Equipment

- 7.1. The Operator shall be deemed to be an employee of the Contractor and the Contractor shall
 - 7.1.1. be responsible to pay the Operator's remuneration (inclusive of all other benefits required either under contract or at law to be paid to the Operator); and
 - 7.1.2. effect a policy of employers' indemnity insurance including workers' compensation insurance in respect of the Operator.
- 7.2. Notwithstanding the provisions of clause 2.3(a), the Customer agrees to indemnify and keep indemnified the Contractor against any loss, damage, injury or death to the Operator caused as a result of the act, omission or negligence or otherwise of the Customer, the Customer's employees, servants and agents whilst the Operator is at the Job Site.

8. Risk and Insurance

- 8.1. The Contractor is not a common carrier and responsibility for insurance of the Goods rests with the Customer
- 8.2. The Customer shall assume all risks and liabilities for and in respect of the Plant and Equipment and for injuries to or death of persons and damage to property howsoever arising from the use, maintenance, repair or storage of the Plant and Equipment at the Job Site.
- 8.3. The Customer must effect insurance and maintain any such insurance with an insurer approved by the Contractor in the names of the Contractor and the Customer for their respective rights and interests whilst the Plant and Equipment is at the Job Site in respect of the following:
 - 8.3.1. the Plant and Equipment for the full insurable value against such risk as the Contractor may nominate or, in the absence of such nomination, against loss or damage by fire, theft, accident or such other risks as are insured against by prudent persons engaged in a similar business to that of the Customer.
 - 8.3.2. a policy of employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Customer in respect of damage or loss caused by the use, maintenance, repair or storage of the Plant and Equipment at the Job Site, and
 - 8.3.3. public risk liability and product defect liability, and any other such insurances in support of the indemnities contained in this Agreement, and must in respect of any such policy of insurance, deliver to the Contractor a copy of the policy and promptly pay all premiums and stamp duty payable in respect of the policy.
- 8.4. The customer must not do or admit to do any act or thing which might in any way invalidate or prejudice any Insurance or the Contractor's interest in the Insurance.
- 8.5. The Customer must notify the Contractor immediately of any event which leads or might lead to a claim for compensation or a claim under any Insurance and must comply with the Contractor's instructions in connection with any such claim
- 8.6. Notwithstanding whether the Customer has effected insurance in respect of the risks, the Customer INDEMNIFIES AND WILL KEEP INDEMNIFIED the Contractor against:
 - 8.6.1. the loss of or damage to the Plant and Equipment whether by fire, theft, accident, seizure, confiscation, or otherwise whilst at the Job Site; and
 - 8.6.2. all other losses, damages, claims, penalties, liabilities and expenses, including legal costs, howsoever arising incurred as a result of or in connection with the Plant and Equipment or the use, maintenance, repair or storage of the Plant and Equipment at the Job Site or the seizure or the taking of possession of the Plant and Equipment by the Contractor.
- 8.7. The Customer shall not do any act or thing to impede the removal of the Plant and Equipment at the end of the period of hire or the earlier seizure of the Plant and Equipment by the Contractor pursuant to the terms of this Agreement.

9. Limitation of Liability

Subject to clause 9.6

- 9.1. the Contractor shall not be liable for any loss or damages of any kind whatsoever caused to the Contractor or to the property and/or Goods of the Contractor whether such loss or damage was caused by any act, default or negligence or breach of duty as bailee, on the part of the Contractor, or otherwise including any damage, loss, contamination or deterioration of Goods caused by insufficient loading or packing where Goods are loaded or packed by any person other than the Contractor, defects or inherent, vice in the Goods; or the inability of the Goods to withstand the ordinary incidents of carriage or storage. Plant and Machinery that is operated by any driver supplied by the Contractor to work the Goods is entirely at the Customer's risk. All Goods are handled, lifted, stored and/or carried entirely at the Customer's risk
- 9.2. the Customer continually indemnifies the Contractor and its officers, employees and agents against any claim proceeding, penalty, order, loss incurred as a result of action taken by an inspector or government agency, or other loss that may be caused by or arise out of the use, operation or transport of the Plant and Machinery or any breach by the Customer or its officer, employees or agents of any obligations set out in conditions 12
- 9.3. the Contractor excludes all liability relating to the Plant and Machinery and/or services supplied by the Contractor including for physical or financial consequential loss or damage and whether arising from negligence or misuse of Plant and Machinery and/or services provided by the Contractor
- 9.4. the Customer shall be solely responsible for and shall bear without any claim or entitlement to contribution or indemnity from the Contractor all or any loss arising from any act error or omission of the Customer or its officers employees, agents or sub-contractors or which arises as a consequence of or from any defects or inherent vice in the goods
- 9.5. the Contractor excludes all conditions and warranties of any type in relation to the Plant and Machinery supplied or made available for hire and/or services provided by the Contractor, and makes no representation as to the fitness of Plant and Machinery supplied or made available for hire and/or services made available for hire supplied by it for any purpose
- 9.6. this clause 9.6 applies to the maximum extent permitted by law. To the extent that any statutory conditions or warranties apply which may be limited by law, Contractor's liability for a breach of any condition or warranty implied by law which may be limited by law is limited to any one or more of the following at Contractor's option.
- 9.7. In the case of Plant and Machinery,
 - 9.7.1.1. The replacement hire of the Plant and Machinery or the supply of equivalent Plant and Machinery for a period equal to the term of the Hire or part thereof for which the Contractor has been in breach of such implied conditions or warranty; or
 - 9.7.1.2. The payment of the cost of hire of replacement Plant and Machinery for a period equal to the term of the Hire or part thereof for which the Contractor has been in breach of such implied condition or warranty
- 9.7.2. In the case of services or technical assistance, other than transport or storage services for the purposes of business, trade, profession or occupation.
 - 9.7.2.1. The resupply of the services or technical assistance in respect of which the Contractor has been in breach of such condition or warranty ; or
 - 9.7.2.2. The payment of the cost of having the services or technical assistance resupplied in respect of which the Contractor has been in breach of such condition or warranty
- 9.8. Operation of the Plant and Equipment at the Operating Site is at the Customer's risk. The Contractor shall not be liable for any loss or damage of whatsoever kind howsoever occasioned at any time and whether caused by any acts, defaults or negligence of the Contractor or otherwise howsoever.
- 9.9. Without limiting the generality of clauses 6.2 or 9.8 the Contractor shall not be responsible for any damage to property, foundations, cables or the like caused during the use of the Plant and Equipment by the Operator at the Operating Site specified by the Customer.

10. Right to Assignment and to Subcontract

The Contractor shall have the full liberty to sub-contract with any other person or company the performance of all or any of the Contractors obligations under this order and such person or company and his or its servants and agents shall be entitled to the benefit of these conditions to the same extent as the Contractor

11. Authorities, Permits and Safety

- 11.1. Where erection, installation, use, operation or transport of the Plant and Equipment is undertaken by the Customer, it shall be the Customers responsibility to obtain the necessary approvals, permits and consents of all government, local and other authorities for such erection, installation, use or transport

- 11.2. Where condition 11.1 applies the Customer shall also be responsible to ensure that the Plant and Equipment is erected, installed, used, operated or carried strictly in accordance with all applicable laws, regulations, standards or codes and as required by any inspectors of government authorities
- 11.3. Without limiting conditions 11.1 and 11.2, the Customer shall be responsible for ensuring that, where the Plant and Machinery is transported by road, or is used to transport Goods by road, all required permits and consents necessary for the transport are obtained and the conditions of any notice, permit or consent applicable to the transport are complied with
- 11.4. Where erection, installation or transport of the Plant and Machinery is undertaken by the Contractor, it shall be the Contractor's responsibility to obtain the consent of the appropriate authorities. It shall be the Contractor's responsibility to ensure that the Plant and Machinery is used strictly in accordance with all applicable laws, regulations, standards or codes and as required by any inspectors of government authorities. In the event an authority imposes additional conditions subsequent to an initial approval satisfaction of the conditions shall be at the Customer's expense

12. Compliance with road and transport laws

- 12.1. When the Customer transports the Plant and Machinery by road or uses the Plant and Machinery to transport Goods by road, the Customer must ensure that:
 - 12.1.1. All applicable laws
 - 12.1.2. Any direction given by any government or regulatory agency; and
 - 12.1.3. The Contractor's standards, policies and procedures in effect from time to time are complied with
- 12.2. Without limiting conditions 12.1, the Customer must comply or ensure that any person who drives or operates the Plant and Machinery on a road, or packs, loads, consigns or is the consignee of Goods on the vehicle for transport by road, or complies with:
 - 12.2.1. All mass, dimension and load restraint requirements applicable to the Plant and Machinery or Goods
 - 12.2.2. All driving hours, speed and traffic requirements
 - 12.2.3. All requirements relating the transport of dangerous goods and
 - 12.2.4. All obligations in relation to the issue, completion and retention of transport and journey documentation
- 12.3. The Customer must co-operate and comply with all reasonable requests and directions of the Contractor in:
 - 12.3.1. Monitoring and ensuring compliance by the Customer or Contractor with road and transport laws; and
 - 12.3.2. Responding to an investigation or enquiry from an inspector or government agency regarding compliance with road and transport laws
- 12.4. The Contractor may upon request, inspect any transport or journey documentation of the Customer that relates to the hire or carriage of any Goods or Plant or Machinery under these Terms and Conditions
- 12.5. The Customer must report to the Contractor any breach or suspected breach by it, its officers, employees or agents of the law's requirement or obligations set out in conditions 12.1 and 12.2

13. Equal Opportunity

- 13.1. The Contractor is an equal employment opportunity employer and will not tolerate sexual harassment or discrimination in the workplace. When an Operator attends the premises of a Customer, or at any other place, the Customer must ensure that it or its agents, comply with all equal opportunity and anti-discrimination laws.

14. WAIVER AND SEVERABILITY

- 14.1. The fact that the Contractor fails to or delays in doing it is entitled to do under this Terms and Conditions or the Budget Estimate, does not amount to a waiver.
- 14.2. Any waiver by Contractor must be in writing signed by Contractor and is only effective in relation to the particular obligation or breach in which it is given. Any signed waiver is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach on any other occasion.

15. GOVERNING, LAW AND DISPUTES

- 15.1. This document is governed and construed by the laws of the State or Territory in which the Plant and Machinery is hired. The parties submit the non-exclusive jurisdiction of the Courts and courts of appeal of that State or Territory and will not object to the exercise of jurisdiction by such courts on any basis.

16. Force Majeure

- 16.1. The Contractor shall:
 - 16.1.1. Not be liable to the Customer for any Loss due to delay caused by a Force Majeure Event which term shall mean a circumstance outside the Contractor's control which affects the ability of the Customer to use the Plant and Equipment for the purpose for which it was hired,

- 16.1.2. The Contractor shall not be responsible for any delays, inconvenience or loss of any kind whatsoever incurred by the Customer including arising from any accident, breakdown or defect in the Plant and Machinery
- 16.1.3. Save where any accident, breakdown or defect in the Plant and Machinery is caused by the Customer, the hiring charges applicable to the Plant and Machinery subject to a Force Majeure Event shall not be payable for the period during which the relevant Plant and Machinery is inoperable for the purpose for which it was hired.
- 16.1.4. The Customer shall have the right to extend the period of hire by the period for which hiring charges are not payable under clause 16.1.3 by notifying the Contractor in writing within 1 Business day of any Plant and Machinery to which this clause applies that the Customer wishes to extend the period in accordance with this clause. If no notice is given in accordance with this clause, the Plant and Machinery shall be returned to the Contractor at the end of the hire period as set out in the Contractor's hire form.

17. Termination

- 17.1. The Contractor reserves the right to terminate the hire at any time by notice in writing to Customer if:
 - 17.1.1. The Customer has failed to pay any invoice by the due date referred in condition 3 or
 - 17.1.2. The Customer fails to comply with any obligations set out in conditions 11 & 12
- 17.2. If the Contractor has terminated the hire in accordance with condition 17.1, it shall be lawful for the Contractor to re-take possession of the Plant and Machinery and for that purpose to enter into or upon any premises where the Plant and Machinery may be. Termination of hiring under this clause shall not affect the right of the Contractor to recover from the Customer any money payable hereunder or damages for breach of these conditions.

I, of agree to the
Name Company
 above Rates and Conditions associated with using Clermont Crane Hire Pty Ltd and am authorising this job to commence:

Job Date: Location:
Date of Job Area where work is to be carried out

Signature Authorized Representative:

Contact Details:

Company Name:

Postal Address:

..... Postcode:

Phone No: Fax No:

Email Address:

Accounts Address:

..... Postcode:

Accounts Phone No: Accounts Fax No:

Accounts Email Address:

Date:

Purchase Order Number: