

UNITED CRANES (SA) PTY LTD (A.B.N 14 152 494 052)
TERMS AND CONDITIONS OF HIRE

Definitions

‘United’ means United Cranes (SA) Pty Ltd (A.B.N 14 152 494 052);

‘Hirer’ means the entity that wishes to hire the Equipment.

‘Equipment’ means a crane and any plant and equipment and accessories.

‘Order’ means the Hirer’s request to hire the Equipment.

‘Order Acknowledgment’ means United’s acceptance of the Order.

‘Minimum Hire Period’ means a hire period of at least 4 hours including transport from United’s premises to the site on which the Equipment is to be used and transport back to United’s premises.

‘Price’ means the cost of hire of the Equipment as agreed between United and the Hirer subject to clause 3 of this contract.

‘Work Docket’ means the docket which records the Hirer, location the Equipment is to be used and work detail.

Order and Order Acknowledgment

United retains the discretion to accept or decline any Order made by the Hirer.

The Order will be accepted by United either verbally, in writing or via delivery of the Equipment whichever occurs first.

The Hirer agrees to hire the Equipment pursuant to these terms and conditions.

The Hirer acknowledges that this agreement constitutes the entire agreement upon which the Equipment is hired and all prior negotiations, proposals and correspondence are superseded by this agreement and the terms and conditions herein will in all circumstances prevail over the Hirer’s terms and conditions.

Price and Payment

United reserves the right to vary the Price at their discretion in the event of a variation of the Order.

United may request a deposit from the Hirer prior to the commencement of the hire or during the hire of the Equipment which must be paid within 24 hours of a request.

Payment of the Price is due 14 days from the date of the Order.

The Price is exclusive of GST and other taxes and duties.

In addition to the Price United may charge, the Hirer agrees to pay;

all costs of repairing any damage caused by the use of the Equipment caused by

the negligence of the Hirer or the Hirer's agent;

the cost of any security measures taken by United to protect its Equipment if the Equipment remains on site overnight, on a weekend, RDO or a public holiday.

Payments are to be made via cash, cheque, bank cheque or EFT.

Payment is to be made without any deduction or set off, whether legal or equitable.

Interest

Interest will be charged on overdue invoices at the rate of 2.5% per month.

Defaults and Consequences of Default

If the Hirer breaches any of these terms or conditions or upon the appointment of an Administrator, Receiver, Receiver and Manager, Liquidator or Trustee in Bankruptcy to the Hirer, United may amongst its other rights retain all monies paid by the Hirer, cease further supply of the Equipment and remove the Equipment, recover from the Hirer any loss of profits arising and require the Hirer pay all costs and expenses (including legal costs on an indemnity basis) incurred by United and/or its agents in respect of the Hirer's default.

Hire Period

The Price will be determined on an hourly basis upon the basis of an eight hour working day. If the Equipment is operated outside this period or on weekends and public holidays, additional charges will be payable by the Hirer.

No allowance under any circumstance will be made for time during which the Equipment is not in use for any reason other than Equipment failure attributable to United.

A wet weather stand down may be granted at a rate of 50% of the daily hire if the Hire contacts United before 8am on the date the stand down is requested.

Operation of the Equipment

During the time the Equipment is hired to the Hirer the Equipment will be under the exclusive and sole control of the operator of the Equipment, being an employee or representative of United.

The Hirer shall comply with the relevant Health and Safety Legislation in operation of the State in which work is being undertaken by providing amenities and first aid services.

Cancellation

United may terminate the agreement at any time without incurring any liability to the Hirer if United reasonably believes that the Equipment is not suitable for the tasks

required by the Hirer or the tasks required by the Hirer cannot be carried out safely.

United may cancel these terms and conditions or cancel delivery of the Equipment at any time before the Equipment is delivered by giving written or verbal notice. Upon giving the Hirer written or verbal notice United shall repay to the Hirer any sums paid in respect of the Price. United will not be liable for any loss or damage which may arise from the cancellation.

If the Hirer chooses to cancel the delivery of the Equipment the Hirer will be liable for any loss incurred by United (including but not limited to any loss of profits) up to the time the Equipment is returned to United's premises.

Delivery of Equipment

United will not be liable for any loss or damage to the Hirer due to United's failure to deliver the Equipment promptly or at all to the Hirer's site.

The Hirer acknowledges and agrees that time is not of the essence in relation to delivery of the Equipment and that it must accept and pay for the hire of the Equipment even if the Equipment is delivered after the requested time.

Title

The Equipment is and will be at all times the absolute property of United.

United may enter the premises where the Equipment is situated regardless if the land and premises is owned, occupied or used by the Hirer. In such circumstances United will enter the premise as the invitee of the Hirer and take possession of the Equipment, without being responsible for any damage caused by their actions.

The Hirer is not authorized to pledge to United's credit for repairs to the Equipment or to create a lien over the Equipment in respect of any repairs.

Risk

The Hirer shall be liable for all acts, omissions or defaults of itself, its servants, agents or employees arising out of the use of the Equipment during the hire period and shall indemnify United against all actions, suits, proceedings, claims, demands, losses, damages, compensation, sums of money, costs (including solicitor and own client costs), charges and expenses arising out of the hiring.

The Hirer accepts full responsibility for the safekeeping of the Equipment and indemnifies United for all loss, theft or damage to the Equipment however so caused.

Hirer's Responsibilities

The Hirer is responsible for ensuring the following;

the ground at site is able to support the Equipment;
the ground giving access to the site is stable, firm and of a gradient no steeper than 1 in 10;
clearance of 3.5m is afforded in respect of all overhead wires and footpaths;
kerbs and channels are suitably planked;
all road surfaces, access and egress to the Hirer's sites are clear of obstacles at all times to allow safe movement of the Equipment; and
will provide lifting lugs, for the purposes of lifting loads or otherwise an appropriate diagram incorporating load lifting instructions shall be made available.

The Hirer agrees to;

Facilitate the operation of the Equipment in a safe environment, strictly in accordance with the law and for only for its intended use; and
Comply with all occupational health and safety laws relating to the operation of the Equipment;

Dispute

The Hirer agrees that it will not issue any proceedings or make any counterclaim or claim for a set off of any amount owed to or is claimed to be owed by United unless it has as a condition precedent to any dispute with United paid the amount of the claim into an interest-bearing trust account in the joint names of United and the Hirer on the basis that upon resolution of the dispute the trust fund and any interest shall be dispersed according to the resolution. This clause shall operate as a bar to any defence or claim by the Hirer until fully complied with.

Joint and Several Liability

In circumstances where there is more than one Hirer both Hirers will be joint and severally liable for any monies owing to United pursuant to these terms and conditions.

Severability

If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

Any part of these terms and conditions being a whole or part of a clause shall be capable of severance without affecting any other part of these terms and conditions.

Jurisdiction

The Hirer acknowledges that the Laws of the State in which the Equipment is operating and agrees to submit to the non-exclusive jurisdiction of such courts.

General

United reserves the right to review these terms and conditions at any time.

If a review of these terms and conditions results in any amendments being made to same than the amendments made will take effect from the date on which United notifies the Hirer of any amendments made.

The Hirer agrees that it shall be deemed to have notice of any changes to these terms and conditions and be bound by any revised version of these terms and conditions as they appear on United's website whether or not the Hirer has actual notice thereof. A copy of any revised version of the terms and conditions may be provided by United upon the Hirer's request.

United's failure to enforce any provision of these terms and conditions will not be treated as a waiver of that provision, nor shall it affect United's ability or right to subsequently enforce that provision.