



RICHARD'S CRANE HIRE PTY LTD

ABN 80 083 663 469

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TERMS AND CONDITIONS OF HIRE

1 In these terms and conditions for "RICHARDS CRANE HIRE" "HIRER" means the person, firm or corporation shown who has signed this Agreement or on behalf of whom this Agreement has been signed: "PLANT" means any machinery or vehicle together with all accessories and other equipment attached thereto or used in conjunction there with hired out at any time to the HIRER. "INDEMNIFY" means the provision and complete indemnity to "RCH" loss and or damage to the plant and from against all liability in respect of the particular claim or demand referred to and including cost and other expenses incurred by "RCH" in prosecuting the same.

HIRE OF PLANT

2 The HIRER hereby hires the PLANT from "RCH" on the terms of this Agreement and the rate shown for the number of hours of hire.

3. The HIRER agrees to pay "RCH" within (14) days of the date of this Agreement.

- A) A sum equal to the rate of hire of the PLANT multiplied by the total number of hour hire.
- B) A charge in respect of each item of PLANT hired to cover the cost of delivery from the depot of "RCH"
- C) Any amount "RCH" is required to pay any employee as an allowance under any award for travelling expenses and or time spent travelling to and from the site where the PLANT is being used.
- D) Any duty or tax payable with respect to the hire.

4. The HIRER acknowledges that a hourly rate charged for the hire of the PLANT is based on a 10 hr day over time is time more than 10hrs a day and weekend and public holidays.

TERMINATION OF HIRE

5. "RCH" shall have the exclusive right to terminate the type of operation in which the PLANT may reasonably be employed and the suitability of the PLANT for the work for which it was hired and may terminate the hire at any time at its discretion and the HIRER shall not make any claim for damages through or arising out of the termination of the hire by "RCH"

EXCLUSUSION AND INDEMNITY

6. The HIRER shall not make any claim for damages against "RCH" caused through late delivery, breakdowns or failure or otherwise of the PLANT.

7. The HIRER shall identify "RCH" and the employee of "RCH" against all claims for the damages which may be made against them in respect of any loss, damage, death or injury caused by or in the course of or arising out of the operation of the PLANT during the period when the PLANT is on hire to the HIRER or in the possession or control of the HIRER.

8. The HIRER shall indemnify "RCH" for the losses or damage to the PLANT during all periods when the PLANT is on hire to the HIRER or in the possession or control of the HIRER on a fair wear and tear only basis.

9. Notwithstanding the preceding conditions the HIRER shall not be required to provide indemnity to "RCH" in respect of any loss, damage, liability or claim where it can be shown that the same was caused by or arise out of the negligence of "RCH" or any employee of "RCH" or by reason of the act at all times rest upon the HIRER.

COMPLETE

10. The HIRER shall observe and comply with provisions of all Statutes and Acts and any regulations by-laws or codes made there under in force during that period of hire in relation to

- A) The work which the PLANT shall undertake
- B) The manner of such work
- C) The premises in or about such work is required to be performed
- D) And the HIRER shall be responsible for ensuring that the plant is not used for any other purpose other than which is expressly hired and that it is not employed to lift or carry any load which is beyond its rated lifting or carrying capacity

11. Notwithstanding anything herein contained "RCH" shall continue to be subjected to any implied warranty provided by the Trade Practices Act or the Consumer Affairs and Fair Trading Act if and to the extent that the said Acts are applied to this agreement and prevent the exclusion, restriction or modification of any such warranty. Where the law permits "RCH" to limit its liability for a breach of a implied condition or warranty or warranty "RCH" limits its liability to the re-performance of the service or payments for the service to be re-performed and in particular "RCH" is not liable for any indirect or consequential loss or damage.

Hirer signature

Date

____/____/____

Witness signature

Date

____/____/____

Witness signature

Date

____/____/____