

CONDITIONS OF HIRE

- 1 (a) In these conditions **EAZY-LIFT PTY LTD** hereinafter referred to as the "Contractor" and includes each of its subsidiary Companies. Any sub-contractors, Servants and/or Agents of the said contractor.
- (b) The "Hirer" means and includes any person or corporation to whom or to which plant as herein defined has been hired by the Contractor.
- © "Plant" shall mean and include any machine or vehicle with all accessories and other equipment attached thereto or used in connection therewith hired out at any time to a hirer.
- (d) "Indemnity" whenever hereinafter it is provided that the hirer shall indemnify the contractor then the indemnity to be provided shall be a full and complete indemnity for loss of and/or damage to the plant AND from against liability in respect of the particular claim or demand referred to against costs and other expenses incurred in prosecuting the same.
2. The Contractor is not a Common Carrier and does not accept the obligations or liability of Common Carriers. The Contractor may refuse the handling, lifting and/or carriage of goods for any person or of any class of goods at its discretion and without being bound to give any reason for such refusal.
3. IDEMNITY
- (a) The hirer is hereby required to and binds himself to hold the Contractor and the employees of the contractor indemnified against all claims which may be made against them for damages or otherwise, 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 all periods when, the plant is on hire to the hirer.
- (b) The hirer is hereby required to and binds himself to indemnify the Contractor and for the loss of or damage of the plant during all periods when the plant is on hire to the hirer fair wear and tear excepted.
- (c) The Contractor shall not be responsible for any delays or inconvenience of any kind whatsoever resulting in loss to the hirer due to any accident, breakdown or defect in the plant or any part thereof or from any cause whatsoever. PROVIDED THAT notwithstanding Conditions 3(a) and 3(b) the hirer shall not be required to provide indemnity in respect of any loss, damage liability or claim where it can be shown that the same was caused by or arose out of the negligent act of any employee of the contractor or by reason of the fact that the plant was in a defective state or condition (Proof whereof in each case shall at all time rest upon the hirer)
4. The Contractor shall have full liberty to arrange with any other person, person or corporation to undertake the contractors obligations under these conditions for such time and on such conditions as the contractor thinks fit and any such person, persons or corporation shall as against the hirer be entitled to the benefit of these conditions to the same extent as the contractor.
5. The hirer shall declare the weight and dimensions of the goods and the Contractor will rely on such declared weight and dimensions when arranging for the handling therefore the Hirer shall be responsible for extra cost and risk incurred by the Contractor, and for any and all damage sustained by reliance on the declared weight and dimensions. The Hirer shall disclose to the Contractor the nature of the goods to be handled, lifted and/or carried.
6. Insurance of the goods will not be effected by the Contractor for the benefit of the Hirer except on the express written instructions of the hirer and then only at his expense. The Contractor reserves the right at all times to decline the responsibility to arrange such insurance.
7. The Hirer acknowledges that the hourly rate charged for the hire of plant is fixed on the basis that the plant will be used on weekdays only (excluding always Saturdays and Sundays) and then only between the hours commencing at 7.30 AM and ending at 4.00 PM AND he agrees to pay in addition such charges as are fixed by the Contractor if the Hirer should during the period of the hire use, cause of permit or allow the plant to be used on any weekdays before or after the hours herein specified, or on Saturdays and Sundays.
8. The Hirer further acknowledges that in addition to the charges for hire he is required to pay:
- (a) A charge in respect of each item of plant hired to cover the costs of delivery thereof from the depot of the Contractor to the site of the works or elsewhere as he the Hirer shall require and for the subsequent return thereof to the said depot and
- (b) Any amount the Contractor is required to pay any employee as an allowance under any award for travelling expenses and/or time spent in travelling to and from the site or sites when the equipment is being used.
- (c) The Hirer shall be responsible for and agrees to pay to the Contractor such charges and costs as shall be determined by the Contractor for all delays caused by the Contractor obeying any instructions given by the hirer including by any bogging or breakdown of the plant resulting from such instructions.
9. All monies payable shall be paid by the hirer to the Contractor in full within 14 days of the Contractor's invoice for such charges having been submitted to the hirer at his address shown on the face hereof.
10. The time hereinbefore stated within which the hirer is to pay the hiring charges shall be of the essence of these conditions and any time or other indulgence granted by the Contractor shall not effect the strict rights of the Contractor under these conditions.
11. The Contractor shall be entitled to charge service charges for any time during which the crane is delayed either in travelling to or from or at the site at which the Hirer desire the crane to operate so long as such delays result from any cause beyond reasonable control of the Contractor.
- 12 No servant or employee has any right to alter these conditions, the only acceptable variation shall be in writing by the Contractor.