

STANDARD TERMS AND CONDITIONS OF WET HIRE

1.0 DEFINITIONS:

- (a) "The Owner" means **Universal Cranes Sunshine Coast Pty Ltd** and it includes its successors and assigns.
- (b) "The Hirer" means the company, firm, person, corporation or public authority taking the Owner's Crane on hire and includes the Hirer's successors or personal representatives.
- (c) "The Crane" means the Crane hired by the Owner to the Hirer and includes all accessories and other equipment of the Owner, attached to the Crane or to be used in connection therewith.
- (d) "Event of Default" means:
 - (i) the Hirer is in default of any payment due under this hire or any other agreement with the Owner or in the performance of any of the Hirer's obligations under this hire or any other agreement with the Owner; or
 - (ii) a receiver is appointed in respect of any of the Hirer's assets; or
 - (iii) the Hirer make any arrangement or enter into any compromise with any of the Hirer's creditors; or
 - (iv) the Hirer fail to operate and maintain the Crane in accordance with the terms of this hire;
 - (v) (if the Hirer is a natural person) the Hirer commits an act of bankruptcy or the Hirer becomes bankrupt or die; or
 - (vi) the Hirer does anything that prejudices our rights in the Crane or this hire or we have reasonable grounds to believe that the Crane is in jeopardy; or
 - (vii) the Hirer goes into liquidation or a petition to liquidate or a notice of intention to propose a resolution to liquidate is presented to the Hirer.

2.0 **FULL HIRE (Wet Hire)** - Subject to the terms and conditions herein, this agreement is a full-hire agreement which means that the Crane is hired on terms that the **Owner provides with the Crane**: the Crane operator, the fuel and oil for the Crane and attends to everyday running repairs – except where modified in the special conditions of hire.

3.0 **TERM** - The term of this hire is as stated in the purchase order or other similar document signed by the Hirer and the Owner. Renewal or extension of the hire will require the issue of a new or supplementary order which is accepted by the Owner.

4.0 **SITE CONDITIONS**- The Hirer shall be responsible for ensuring the ground at the site, and on the access to the site is adequate to support the Crane under its wheels, tracks, or outriggers. There will be no reductions to the hire period or change for lost time caused by the ground conditions.

5.0 **ACCESS** - Hirer is responsible for access. Should the Crane require to be towed into or out of a site, the cost shall be additional to the rate quoted and will be for the Hirer's account or payable directly by the Hirer to the tow company. There will be no reductions to the hire period or charge, for time lost associated with poor access. Where access is required through private property all arrangements and costs associated with it are the sole responsibility of the Hirer.

6.0 **DAMAGE TO PROPERTY** - The Hirer shall be responsible for any damage or costs of any repairs necessary to access ways footpaths, kerbs, channels, underground services, overhead services, structures or property (public or private) associated with this Crane hire. All matters and costs are to be dealt with directly by the Hirer without involvement by the Owner.

7.0 **HANDLING OF CRANE** - The driver shall be under the directions and control of the Hirer and shall for all purposes in connection with his employment and the working of the Crane, be regarded as the servant of agent of the Hirer who alone, will be responsible for all claims arising in connection with the operation of the Crane by the driver. The Hirer shall not allow any other person to operate the Crane without first obtaining the written consent of the Owner.

8.0 **BREAKDOWN OR DAMAGE TO CRANE** - The Hirer shall be responsible for any loss or damage whatsoever, including the cost of repairs, suffered or incurred by the Owner in consequence of any breakdown or damage to the Crane where such breakdown or damage is caused by any negligent act, omission, misdirection or misuse of the Crane on the part of the Hirer or the Hirer's servants, agents, contractors or subcontractors. In particular, the Hirer shall be responsible for the payment of hire at the appropriate standby rate during the period the Crane is necessarily idle as a result of any such negligent act or omission or misdirection or misuse of the Crane as aforesaid.

9.0 **RESPONSIBILITY FOR LOSS, INCLUDING CONSEQUENTIAL LOSS** - Under no circumstances whatsoever shall the Owner be liable whether in contract or tort or otherwise for any direct, indirect or consequential loss or damage arising out of any breakdown or stoppage of the Crane or out of the delayed arrival or non-arrival of the Crane at the job site or otherwise arising out of, or in connection with the hiring of the Crane to the Hirer.

10.0 **STOPPAGES** - The Owner shall not be responsible, whether in contract or tort or otherwise, for any loss or damage arising out of any stoppage or delay occasioned by any cause beyond the Owner's control including by not limited to weather conditions and conditions due to weather conditions, ground conditions, strikes and industrial disputes.

- 11.0 **SLINGS AND RIGGING** - Standard lifting chains will be supplied by the Owner with the Crane in the standard hire charge. Special rigging including nylon slings, long slings, spreader beams, blocks and tackle, man cages, concrete skips, etc, can be supplied at charges quoted if requested. In any case if any slings or lifting equipment – the property of the Owner – are destroyed or damaged, the Hirer shall pay to the Owner the cost of replacement or repair (as the case may be) resulting from such destruction or damage.
- 12.0 **SUBLETTING** - The Hirer shall not or otherwise part with possession of the Crane or any part thereof, to any third party without first obtaining the written consent of the Owner. The Hirer, at the Hirer's own expense, shall protect and defend the Owner from all claims, liens and legal processes of creditors of the Hirer and shall keep the Crane and any part thereof free and clear of any such claims.
- 13.0 **INDEMNITY** - The Hirer shall indemnify and keep indemnified the Owner from and against all damage or loss suffered or incurred in consequence of any negligent or omission on the part of the Hirer or the Hirer's servants, agents, contractors or subcontractor during the period of hire. The Hirer should also note that The Owner does not hold insurance cover for the items being lifted, and will not accept any responsibility for any damage to them caused by any incident including Crane breakdown or operator error.
- 14.0 **HOURLY RATES** - All hourly rates apply on depot to depot basis. Where the Crane is already on a site and another party wants to hire the machine on that site, that person will pay travel costs back to the depot.
- 15.0 **BASIS OF CHARGES** - Minimum period of hire for a machine up to and including 50t capacity is two hours (2), over 50t capacity the minimum period of hire is four hours.
- 16.0 **TERMS OF PAYMENT** - 30th of the month following date of invoice.
- 15.1 Interest at the rate of 5% per month will be charged on overdue accounts.
- 15.2 Any costs incurred by the Owner in the recovery of overdue accounts will be paid by the Hirer.
- 15.3 Rates and conditions are subject to change without notice.
- 15.4 An additional charge will be made for work performed outside normal working hours and on Saturdays, Sundays or Public Holidays. A minimum charge of four hours for the operator applies to work carried out on call back, Saturdays, Sundays or Public Holidays. Normal working hours: Monday to Friday, eight hours per day, 7:00am to 3:00pm.
- 15.5 All costs paid by the Owner for the Hirer's account (eg towage, transport etc) will be invoiced to the Hirer by The Owner at cost plus a margin of 10% to cover overhead, handling costs and profit.
- 17.0 **OVERHEAD POWER WIRES** - The Hirer must allow 4m clearance to all overhead power wires.
- 18.0 **ORAL AGREEMENT AND STIPULATION'S** - No oral agreement, promise, collateral, stipulation, representation, condition or warranty given or entered into by the Owner or by any agent or employee of the Owner and not in conformity with these terms and conditions shall be binding upon the Owner unless confirmed in writing by the Owner.
- 19.0 **VALIDITY OF QUOTATIONS** - Crane hire quotations given on standard quotation forms are valid for up to 14 days from the date of issue. However, all quotations are subject to availability as all cranes are constantly being offered to other potential hirers.
- 20.0 **ACCEPTANCE OF TERMS AND CONDITIONS** - The plant is hired out under our printed form of terms and conditions and acceptance of the plant on hire is acceptance of the terms and conditions of hire as stated.
- 21.0 **ALLOCATION OF FUNDS** - The Owner may at its discretion and in such manner as they determine allocate payments made by the Hirer for the Crane supplied by the Owner or any other amount that may be due to the Owner by the Hirer.
- 22.0 **PERSONAL PROPERTY SECURITIES ACT 2009 ("PPSA")**
For the purposes of the PPSA:
- (a) Purchase money security interest - The Hirer acknowledges that the Owner holds a purchase money security interest in the Crane supplied by the Owner as security for the price payable by the Hirer to the Owner at any time for the Crane.
- (b) Hirer to do all things necessary for "perfection" - If requested by the Owner, the Hirer shall promptly and without undue delay execute any documents (including any new contracts or mortgages over real estate), provide all information required in order to complete a Financing Statement (as defined under the PPSA) and comply with any other reasonable requests by the Owner to ensure that the Owner's purchase money security interest(s) and general security interest are perfected. The Hirer shall immediately notify the Owner in writing of any change in the Hirer's name and shall also provide all information required in order to complete a financing change statement.
- (c) Hirer waives right to receive verification statement - The Hirer waives its right to receive a copy of the verification statement confirming registration of a financing statement or a financing change statement in relation to the Owner's security interests.
- (d) Hirer to pay all filing fees for financing statement - The Hirer shall be responsible for all costs, expenses and other charges incurred, expended or payable by the Owner in relation to the filing of a financing statement or a financing change statement.

- (e) Opt-out of enforcement provisions - The Hirer waives its rights under sections 95 (notice of removal of accession) , 118 (enforcing security interests in accordance with land law decisions), 121(4) (enforcement of liquid assets), 125 (obligation to dispose of or retain collateral), 128 (secured party may dispose of collateral), 129 (disposal by purchase), 130 (notice of disposal), 132(3)(d) (contents of statement of account after disposal), 132(4) (statement of account if no disposal), 135 (notice of retention), 142 (redemption of collateral) and 143 (reinstatement of security interest) of the PPSA and the parties agree that those provisions do not apply to this Agreement or any supply of the Crane pursuant to this Agreement.
- (f) Re-lease of Collateral - If the Owner repossesses the Crane, for the purpose of the PPSA it shall be permitted to re-hire the Crane in any manner and on terms that it sees fit.
- (g) Confidentiality - Each party agrees that it will not disclose information of the kind referred to section 275(1) of the PPSA and that this clause constitutes a confidentiality agreement for the purposes of section 275 of the PPSA and other provisions of the PPSA. The Hirer agrees to waive any right it may have, or but for this clause may have had, under section 275(7)(c) of the PPSA to authorise the disclosure of information of the kind referred to section 275(1) of the PPSA.