

577 BICKLEY ROAD
MADDINGTON WA 6109

PO BOX 39
MADDINGTON WA 6989



PH: (08) 9452-5888
FX: (08) 9452-5822
EMAIL: reception@rapidcrushing.com.au

ACN 008 945 113
ABN 31 008 945 113

TERMS AND CONDITIONS OF HIRE

DEFINITIONS

1. **"Hirer"** means a person, firm, or corporation hiring from the owner and any officer, employee or agent of the hirer who signs this or any other document for and on behalf of the hirer is taken by the owner as having full authority of the hirer to do so.
2. **"Owner"** means Rapid Crushing and Screening Contractors Pty Ltd
3. **"Plant"** is equipment as described in the hire document

THE HIRER AGREES:

1. (a) Hire rate is based on maximum **10-hour day** or part thereof
(b) **Double shift** 1½ times normal rate over 1 month
(c) Weekly and monthly rate is for 10 hour day, **6 day week**
(d) **Part month** in excess of full month is charged at 1/26th of monthly rate for each day.
(e) **Credit terms** available to approved clients on application
2. Rapid Crushing reserves the right to **alter rates** without notice
3. **Mobilisation**, demobilisation and commissioning is not included in the hire rates
4. **Modifications** to standard units to hirer's account
5. **Service, maintenance and damage** is the responsibility of the hirer
6. **Hire begins** upon the plant leaving the owner's premises and ends upon return to owner's premises unless otherwise agreed or as provided for in Item 12 and 14.
7. **Wear parts** including impactor, cone and jaw manganese, screen meshes etc to hirer's account
8. **Cleaning** at conclusion of hire if required to hirer's account at \$60.00 per hour
9. To **pay hire charges** and all other charges at the agreed rate and at the agreed time, or in such instance where no agreed time exists, payment is to be made within 30 days of invoice date.
10. To ensure the **safe keeping** of the plant and to operate it within its specifications and ability and by the owner's instructions
11. To **insure** the plant against, or pay the owner, for any loss due to theft or damage of the plant whether caused by act of God or otherwise. Care, responsibility and liability by the hirer commences upon plant leaving the owner's premises and concludes upon return in good working order whether transport is arranged by owner or by hirer. If plant is unsuitable for rehire on return, hire charges remain payable until repairs are carried out.

12. Hirer is responsible for **all maintenance** including lubrication, day-to-day mechanical repairs, servicing, and worn or damaged parts replacement. A faulty parts only warranty to apply for short term (28 days or less) hire or where specially negotiated conditions exist. Labour costs to apply to all repairs and replacements where location of plant exceeds 50 kilometres from owner's premises. **Travel and accommodation** costs in these circumstances to hirer's account. Owner accepts responsibility and cost for mechanical repairs necessary due to elements beyond the hirer's control. Repairs in these circumstances will be at hirer's expense unless owner is notified in writing and agrees to accept costs before work commences.
13. **Damage** caused by undue wear and tear shall be repaired at the Hirer's expense. This includes damaged conveyor belts, damage due to rough loading or handling, neglect by hirer of maintenance and servicing, dust related electrical failure, engine damage due to dust ingestion. In the event of these circumstances, hire charges remain payable until plant is made suitable for continuation of operation or for rehire.
14.
 - (a) To indemnify and hold the owner harmless against **all claims**, action, suits, demands, costs, expenses including legal costs and expenses in any way arising out of the use of the plant by the hirer during the period of the hire whether caused by negligence of the Hirer, his employees or agents or by negligence of any other persons whatsoever arising out of the condition of the plant or the use to which it is put.
 - (b) To indemnify the owner against any **union action**, claim or suits or demands and shall have no claim whatsoever against the owner resulting from such union actions claims, suits and demands or any interference or protests that affect the plant or property on which the plant may, from time to time, be situated.
 - (c) To indemnify the owner against any **consequential damage** or claim howsoever arising as a result of hiring the plant.
15. To reimburse the owner for **any costs incurred** in pursuing the hirer for monies owed under this hire contract that are outstanding beyond the trading terms described herein. Interest on outstanding accounts accrues at current National Australia Bank standard customer overdraft rates calculated at weekly rests.
16. If a **fixed hire period** is concluded early, hire charges remain payable until agreed final hire date or until plant is rehire.
17. If the owner arranges **transport** of plant at hirer's request, all endeavours will be made to deliver by the specified time but in any event, the owner will not be liable to the hirer for late delivery or non delivery or any loss or damage occasioned to the hirer as a result of such late or non delivery.
18. To pay the owner for repairs and maintenance carried out at the hirer's request or repairs necessary as a result of **damage or neglect** by the hirer. Travel and accommodation expenses to be payable to owner if location of plant beyond 50 kilometres from the owner's premises.
19. **Stand down** will only be applicable where agreed to in writing prior to this agreement being endorsed by owner and hirer. Otherwise, any request by hirer to the owner will be in the first instance orally and confirmed in writing for consideration by owner. Adjustment to hire charges will be made on the merit of the request and only in the above instances. Standby is usually 50% of the daily rate, unless otherwise agreed prior to the stand-down.

- 20. That the owner does not accept any responsibility for any **injuries** to persons or third parties or damage to property or equipment arising out of the use of the owner's plant.
- 21. That **no warranty** or condition expressed or implied is given by the owner as the condition of the plant or as to the suitability or fitness of the plant for any purpose
- 22. The owner has the right to **terminate the hire** and recover the hired plant in the event that the plant has been misused or used in an unsuitable application.
- 23. **Minimum hire period:** Screens etc two (2 days) / Crushers one (1) week.
- 24. All quoted hire rates and other rates will be subject to **Goods and Services Tax** currently set at 10%
- 25. Prices quoted are valid only for a period of thirty **(30) days** and are subject to change thereafter.

This hire agreement, with all the above conditions, will apply to all hire of the plant along with special terms and conditions that may be subject to negotiation from time to time.

I acknowledge, having read and understood the Terms and Conditions herein and overleaf and have the authority to accept on the hirer's behalf, the plant in good order and condition

FOR HIRER

..... (Name - please print) (Signature)

DATE.....

FOR OWNER

DATE