

Exeter Welding Pty Ltd t/a

Phone: 08 8449 1968

# Rise sa Cranes

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Crane & Rigging Services

ABN 65 873 726 392

Email: risesacranes@bigpond.com

## HIRE DOCKET

No: CRT.....

Client Copy

invoice to follow

PURCHASE ORDER / HIRE CONTRACT

DATE:

Depot Location:

85 Victoria Rd, Birkenhead 5015 SA

<u>CLIENT</u>
<u>Name:</u>
<u>Address:</u>
Attention:

<u>Location:</u>		<u>Special Instructions:</u>						
<u>Crane Hired:</u>		Charged as: Special Rate						
Driver:	Depot Start	Depot Finish	Overtime	HireTime <small>(excludesBreaks)</small>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>	
						\$	\$	
						\$	\$	
Rigger:						\$	\$	
Other Charges:						\$	\$	
						\$	\$	
					Sub-Total			
<b>Signature</b> of Hirer at Acceptance of Hire		<b>Signature</b> of Hirer on Satisfactory Completion of Hire				10% GST		\$
						<b>Total Cost inc GST</b>		\$

## HIRE AGREEMENT - TERMS & CONDITIONS

WHERE AS: The Company is Rise SA Cranes (Exeter Welding)

The Schedule is The Hire Docket

1. The Company agrees to supply Equipment to the Hirer on the terms and conditions set out in this Agreement.
2. The Hirer acknowledges that title to the Equipment shall always remain with the Company and the Hirer understands that the Agreement relates only to the use of the equipment not the purchase.
3. The Equipment the Company agrees to supply to the Hirer is set out in the Hire Docket, on reverse.

### THE PARTIES AGREE:

- a. The period of the hire term is set out in the attached Schedule;
- b. In the event the Hirer breaches any of the terms and conditions of the Agreement, the Company will serve on the Hirer Notice in writing giving seven (7) days in which to rectify the breach. If the Hirer does not remedy the breach, then the Company may take possession of the Equipment and claim for any outstanding amounts owing to the Company;
- c. Notice in writing may be served by either Party by facsimile, email personally or post and if Notice is served by post then time runs from the day of the posting and further, it must be registered;
- d. This Agreement and the attached Schedule contains all the terms and conditions agreed upon by the Parties;
- e. The charges under this Agreement may vary from time to time; however the Company must give Notice in writing to the Hirer at least Seven (7) days before the change occurs;
- f. In the event, Notice is given advising that the hire charges are to be increased, the Hirer may terminate the Agreement by giving the Company Notice in writing at least Seven (7) days before the increase in charges commences;
- g. It is the responsibility of the Hirer to obtain any consent or approval from the relevant government, statutory or quasi-statutory authority in regard to the use and installation of the Equipment and further, any cost involved with the consent or installation is to be borne totally by the Hirer.

### A. THE HIRER AGREES:

1. To pay the hiring charges on or before commencement of the Hire Term (unless agreed to the contrary by the Company) including delivery charges, pick-up charges, hire fees, services fees, environmental fees and all taxes and charges incidental to the hire.

2. a. To ensure the site is suitable for the installation of the Equipment and further by giving clear access to enable the aforementioned installation;
- b. Not to move the Equipment without the consent of the Company;
- c. If the Equipment is to be moved, the Hirer shall give the Company Two (2) Days Notice and will pay for any charges involved in the relocation of the Equipment including service and labour costs and further, the Company shall advise the Hirer of the cost of the aforementioned charges at the time of the re-location;
- d. All charges referred to in this Agreement including the charges referred to in Clause 2(c) above must be paid within Seven (7) days from the date of the Invoice. If the Invoice is not paid within the time stipulated the Company may charge interest at the rate of 10% per annum.
3. That the duly authorised officers of the Company will have access to and may enter premises where the Equipment is located twenty four hours a day, seven days a week in all weather conditions to inspect, remove, repair or otherwise lawfully deal with the Equipment and further, if the Hirer does not have the authority to grant permission to enter the aforementioned premises they will endeavour to facilitate with the lawful owner or tenant the entry by the Company. Further, the Hirer agrees that the Company may bring on to the premises plant and tools to facilitate the removal of the Equipment.
4. Not to make or permit any unauthorised alterations or attachments to the Equipment, or any name plate thereon. Further, will not move the Equipment without the written consent of the Company.
5. To return the Equipment to the Company at the expiration of the hire term in the same condition as when the Hirer first received it and further, will be responsible for any loss or damage to the Equipment.
6. To hire adequate and sufficient equipment to ensure the capacity of each item of Equipment may operate efficiently and is not overburdened.
7. To arrange for the "pick up" or "off hire" number from the Company when requesting removal of the Equipment, at the expiration of the hire term. If no proof of pick up or off hire is presented, the hire will continue until the pick up or off hire number is presented and/or quoted.
8. The Equipment remains the responsibility of the Hirer until the Company regains possession of the Equipment, even though the Hirer may have been allocated a pick up or off hire number.
9. That Forty Eight (48) Hours notice must be given before a weekend or public holiday by the Hirer to the Company otherwise an additional charge will be levied.
10. When the Equipment is ready for pick up by the Company at a date agreed upon by the parties, the Hirer will ensure the Company has access to the site. Whilst the Company will endeavour to collect the

Equipment on the same day, sometimes this is not possible; therefore, the hire charge will be when the Equipment is actually collected.

11. The Company is not responsible for any loss of business, profit, earnings or takings or out of pocket expenses or disbursements whatsoever arising out of and including delay or failure to provide or deliver the Equipment and further, will take no action against the Company for the aforementioned delay or non-delivery.

### B. THE COMPANY AGREES:

- A. To install the Equipment referred to in the Schedule attached and provide service for the Equipment provided the Hirer pays for any repairs, maintenance, adjustments or replacement parts.
- B. To provide a service in a professional courteous and timely manner as long as it is within the power of the Company to do so.
- C. DAMAGE CHARGE:  
In the event the Equipment is damaged when in the possession of the Hirer, the Hirer agrees to pay for each individual item of Equipment damaged which will be either Five Hundred Dollars (\$500.00) or 10% of the list price of the Equipment whichever is the greater. Further, the Hirer agrees to submit either a Police Report or evidence of loss or both within seven (7) days of the incident particularly in the case of damage caused by fire, storm, collision, accident or burglary. The charge aforementioned does not apply in the following cases:
  - 1.mysterious disappearance; or
  - 2.where equipment not adequately secured; or
  - 3.burglary or theft; or
  - 4.misuse, abuse, wilful and malicious acts and reckless and negligent use of equipment; or
  - 5.equipment damage is beyond repair;

AND the Hirer becomes responsible for the full replacement value including the cost of removal or transportation associated with the replacement of equipment.

**Special Conditions:** Relating to Crane Hire and or transport and or receipt and or storage services arranged by Rise sa Cranes on the behalf of a customer through a third party.

Where Rise sa Cranes arranges a service or services through a third party supplier on the behalf of the customer, the customer acknowledges that Rise sa Cranes does so as an agent on behalf of the Customer.

The Customer acknowledges that Rise sa Cranes is not 'A Common Carrier' and does not directly perform these services as a service to the customer