**1. DEFINITIONS**

In these Conditions of Hire & Sales

(a) "Owner" is Conveying and Hoisting Solutions Pty Ltd ABN 78 163 105 744

(b) "Customer" refers to the person, firm, organisation or corporation purchasing or hiring Plant from the

Owner. The customer is not permitted or authorised to lend or re-hire the Plant to any other person, firm,

organisation or corporation. When Plant is hired to other hire companies (that are recognised by the

Owner to carry on that role), then such Customers have the right to re-hire for value.

(c) "Plant" means all equipment including tools, leads, plugs, accessories, parts and any item

specified on the face of the contract. Plant shall remain the property of the Owner and shall not

be deemed to be a fixture.

**2. CUSTOMER'S HIRING OBLIGATIONS**

2.1 The Customer shall,

(a) Prior to the use of the Plant determine the condition and suitability of the Plant hired for the

purpose required. The Customer accepts that the Owner gives no warranty that the Plant is

suitable for the Customer's purpose.

(b) Use the Plant in a safe, skilful and proper manner in accordance with the law, only for its

intended use, within the capacity for which it was designed, acknowledging that the Owner can

give no warranty as to the said capacity and in accordance with any instructions whether

supplied by the manufacturer or the Owner.

(c) Ensure that all persons operating or erecting the Plant are suitably instructed in its safe and

proper use and where necessary hold a current Certificate of Competency and/or are fully

licensed.

(d) Comply with all occupational health and safety laws relating to the Plant and its operation.

(e) At their own expense service, clean, fuel, lubricate and maintain the Plant in good and

substantial repair and condition, except for prearranged major servicing which will be carried out

by the Owner during normal working hours.

(f) Clean the Plant thoroughly upon completion of the hire or be charged at the absolute discretion

of the Owner a cleaning fee at a rate to be nominated by the Owner for any cleaning required to

be performed by the Owner or its representatives.

(g) Accept full responsibility for the safe-keeping and insuring of the Plant during the period of the

hire and where applicable, until the Plant is collected by the Owner, and indemnify the Owner for

any loss, theft of or damage to the Plant however caused and without limiting the generality of

the foregoing whether or not such loss, theft or damage is attributable to any negligence, failure

or omission of the Customer.

(h) Accept full responsibility for, and indemnify the Owner against all claims, judgement, damage,

loss, expense (including all reasonable legal costs and disbursements of lawyers) or liability

incurred or suffered by or brought or made or recovered against the Owner in respect to any

injury to persons, or loss or damage to property, arising out of the delivery, servicing, storage,

possession or use (including unauthorised use) of the Plant during the hire period however

arising whether from negligence of the Customer or otherwise and without limiting the generality

of the foregoing whether or not the Plant was being operated by a servant of the Owner or any

other person for whose acts the Owner might be or is held to be responsible in connection with

the operation of the Plant.

(i) Not be entitled to claim any lien over the Plant nor sell, transfer, mortgage, charge or encumber

in any way the Plant nor, without the Owner's prior written consent, part with possession of the

Plant nor assign the benefit of the hire agreement.

U) Not be entitled to remove the Plant or allow it to be removed from the State or site if applicable

from which it was hired without the Owner's written permission.

(k) Not alter, make any addition to, deface or erase any identifying mark, plate or number on or in

the Plant or in any other manner interfere with the Plant.

(I) Ensure that no illegal, prohibited or dangerous substances are carried in or on the Plant.

(m) Pay to the Owner all hire and related charges and other costs as stipulated in accordance with

this agreement.

(n) Ensure that all safety information, notices, terms and conditions, operating instructions and risk

assessments supplied with the Plant will be conveyed to any person using the Plant.

(o) Display with the Plant and maintain any safety signs supplied with the Plant or as required by

State or Federal legislation and bring them to the attention of any person using the Plant, and

ensure that they are clearly visible to or by the operator of the Plant.

(p) Ensure that all safety and operating instructions and notices are observed and not defaced or

removed from the Plant.

(q) Ensure that all operators of the Plant wear suitable clothing and any protective equipment

required or recommended by the manufacturer's safety and operating instructions, or as

recommended by the Owner.

(r) Ensure that a job safety analysis is conducted prior to operating any electrical or mechanical

Plant to ensure safe working methods apply.

(s) Comply with all Environmental laws from time to time and immediately rectify any breach of an

Environmental Law caused by the use of the Plant. The Customer indemnifies and agrees to

keep the Owner indemnified against any loss, cost, damage or expense incurred or which may

be incurred by the Owner arising from the use of the Plant under this contract.

(t) Allow the Owner to inspect the Plant from time to time during the hire period and the Customer

shall permit or procure admission for representatives of the Owner to the premises upon which

the Plant is situated for the purpose.

(u) Accept full responsibility for any damage to Plant excluding normal wear and tear.

3. **COMPANY OBLIGATIONS**

COMPANY OBLIGATIONS

(a) Allow the Customer to take and use the Plant for the Hire Period.

(b) Provide the Plant to the Customer clean and in good working order.

(c) Collect the Plant within 5 working days of being requested to do so by the Customer and issuing the

Customer an Off-Hire Number.

4. **TAXES AND DUTIES**

(a) Except as otherwise provided by the law all sales, excise, goods and services and similar taxes

or duties which the Owner my be required to pay or collect with respect to the Plant or its supply

to the Customer shall be paid by the Customer immediately, or at such time or times as

otherwise determined by the Owner. Where the Customer claims exemption from duty or tax the

Customer must furnish appropriate exemption certificates to the Owner.

(b) The Owner may charge the Customer a fee for accepting payment by a credit card in accordance

with State laws.

5**. TERMS OF PAYMENT**

(a) Where the Owner is responsible for delivery and/or installation of Plant, it will not be responsible

for the delays in delivery or installation or failure to deliver due to causes beyond its control

including and not limited to acts of God, war, terrorism, mobilisation, civil commotion, riot,

embargoes, orders or regulations or governments of any relevant jurisdiction, fires, floods,

strikes, lockouts or other labour difficulties, shortages of or inability to obtain shipping space or

land transportation.

(b) Hire is charged for the time the Plant is out of the possession of the Owner at the Customer's

request (inclusive of weekends and public holidays) and when held on standby, not only the time

during which the Plant is used.

(c) Unless otherwise agreed, payment of all hire plant equipment is required in advance.

(d) The Owner reserves the right to revise its hire rates and related charges without notice.

(e) In the event of payment default, the owner reserves the right to involve the appropriate authority

in obtaining outstanding funds. This may include placing a default notice against your credit rating.

(f) Hire charges cover only the fee for hiring the Plant to the Customer. If the Customer requires the

Plant to be delivered and/or installed, the Customer shall in addition pay the Owner all freight and

other charges incurred in transporting the Plant, including loading and unloading at site. The

Owner shall, if requested by the Customer, but only if personnel are available, attend the site and

instruct the Customer in the operation of the Plant, and the Customer shall in addition pay the

Owner for such services. Any other additional services provided to the Customer, shall be paid

for by the Customer.

(g) Payment in full by account Customers for all hiring charges and any other amounts payable in

accordance with these Conditions of Hire and Sales is required 30 days from the date of the

invoice.

(h) A $15.00 LATE FEE may be imposed by the Owner on all amounts not paid by the due date.

Should no payment be received within 30 days the Customer agrees to incur an additional

$15.00 LATE FEE per month until the debt is paid in full.

(i) By signing this agreement the Customer gives the Owner the right to deduct monies owing from

the supplied credit card on a periodic basis throughout the hire period. This also includes

deposits made prior to commencement of hire and monies due at the end of hire.

U) The Owner may set-off against any credit owed to the Customer any amount owing by the

Customer to the Owner

**6. PERIOD OF HIRE**

(a) The daily and weekly rates are based upon 8 hours or 40 hours respectively. If used in excess of

these hours, an additional hiring charge may be applied.

(b) The period of hire shall commence from the time the Plant is picked-up by the Customer or

delivered to the Customer

7. TERMINATION OF HIRE & RECOVERY OF PLANT

7.1 Without prejudice to any other remedies available to the Owner and notwithstanding any period

of hire specified, the Owner may terminate this hire agreement;

(a) At any time by giving the Customer 24 hours notice of its intention to so terminate, such

termination to be effective as of the expiry of 24 hours or as agreed under the hire contract.

(b) Without notice, if the Customer commits any breach of the hire agreement, or do or permit to be

done any act or thing whereby the Owner's rights in or to the Plant may be prejudiced, or have a

winding up petition presented against it or be wound up, or go into voluntary liquidation or commit

an act of bankruptcy or if a receiver of its assists or any of them is appointed or if it makes an

assignment or compromise for the benefit of its creditors or if its business is placed under

administration or official management or it ceases to carry on business.

(c) If the Owner has terminated the hire agreement or if the Customer has failed to make payment to

the Owner in accordance with the term of the agreement, then upon giving the Customer 24

hours notice of its intention to remove the Plant, the Customer expressly authorises the Owner to

enter the premises where the Plant is located and arrange for its removal. The hire period shall

not cease until the Plant has been removed and returned to the Owner. The costs associated

with any removal will be charged to the Customer. The Owner shall not be liable for any damage

caused to the Customer's property as a result of removing the Plant. The Owner will not be

responsible or liable for any personal property left inside the Plant when it is removed or returned

to the Owner. The Customer indemnifies the Owner in respect of any claims, damages and

expenses arising out of any action taken under this condition.

**8. BREAKDOWN OF HIRE PLANT**

In the event of any Plant breakdown the Customer is required to notify the Owner immediately. Such

notification does not absolve the Customer from its requirement to safeguard the Plant until it is

returned to or collected by the Owner. In the event of a breakdown the Customer shall not repair, or

attempt to repair the Plant without the prior consent of the Owner. If the Plant breaks down or becomes

unsafe, the Customer must immediately stop using the Plant and must take all necessary steps to

prevent injuries to any persons or damage to any property as a result of the condition of the Plant. The

Owner shall not be liable for any expenditure, damages, loss or inconvenience incurred by the

Customer arising out of any breakdown in the Plant whether caused by fair wear and tear, lack of

repair or negligence on the part of the Owner or any other reasons whatever. If any Plant breaks down

or is damaged due to the Customer's negligence or wilful misuse the Owner is entitled to continue to

charge hire charges until the Plant has been repaired, replaced or the Owner may recover the cost of

any repairs that are carried out to the Plant

**9. ELECTRICAL EQUIPMENT- RETESTING AND TAGGING**

All electrical equipment has been safety checked, tested and tagged by the Owner prior to hire in

accordance with the relevant latest applicable Australian Standard(s) and Regulatory Authority

requirements. While any electrical equipment is on hire, the Customer is responsible for arranging at

the Customer's cost the re-testing of the electrical equipment by the manufacturer's agent in

accordance with the manufacturer's instructions and the applicable Australian Standard(s) and

Regulatory Authority requirements. The Owner is able to arrange, at the Customer's cost, for such

retesting and re-tagging of the electrical equipment. Any damage caused to the Plant resulting from

incorrect testing shall be at the Customer's cost.

9. SALES ORDERS & CANCELLATION

(a) Upon placing an order to purchase any Plant, the Customer must pay the Owner a deposit nominated

by the Owner at the time of sale (the "Deposit'').

(b) The Customer will forfeit the Deposit if the order is cancelled at any time after 24 hours have passed

from the time of the making of the order. Waiver of this condition is in the absolute discretion of the

Owner.

(c) The Customer shall make payment in full prior to the Plant being handed over or delivered. Special

conditions may be agreed with an approved account Customer in good standing.

(d) Title to any Plant sold to a Customer shall not pass until the Owner has received payment in full and

all funds cleared.

(e) Title to any Plant hired to a Customer does not pass from the Owner to Customer.

**10. EXCLUSION OF CONDITIONS, WARRANTIES & LIABILITY**

To the full extent permitted by law the Owner excludes all implied terms and conditions and warranties

including, without limitation, terms, conditions and warranties implied by Commonwealth or State

legislation.

The Owner and Customer agree that the Owner shall not be liable to the Customer or to any person

using the Plant for any loss, damage or injury (including any consequential damages or loss)

howsoever arising from the hiring, use or operation of the Plant.

**11. MISCELLANEOUS**

(a) The person signing the document for and on behalf of the Customer hereby covenants with the

Owner that he or she has the authority of the Customer to make this agreement on the

Customer's behalf and is empowered by the Customer to bind the Customer to this agreement

and hereby indemnifies the Owner against all losses, costs and claims incurred by the Owner

arising out of the person so signing this agreement not in fact having such power and/or

authority.

(b) This agreement replaces and supersedes all previously issued Conditions of Hire and Sales.

**12. PRIVACY**

The Owner will comply with the National Privacy Principles in all dealings with customers. A copy of

the Owners Privacy Statement is available upon request.