



TWO WAY CRANES TERMS AND CONDITIONS OF HIRE

1. In these conditions:
"Contractor means "Two Way Cranes Pty Ltd" or "Ultra-Lift Cranes Pty Ltd T/A Two Way Cranes NSW" and associated companies and includes any subcontractors, servants, and/or agents. "Goods" means all wares, merchandise, plant and machinery, articles of any and every description and includes packages, crates, cases and contents thereof whatsoever kind. "Person" shall mean and include individuals, firms, corporations, partnerships, trusts and any other body constituted as an operating entity. "Customer" means and includes the person requesting the Service, any person, contractor, servant agent and/or other persons claiming through, under or in trust for such person, any person tendering the goods for handling lifting and/or carriage by the crane, and every other person entitled to make any claim in respect of loss or damage to the goods. Words importing the singular shall mean and include the plural and vice versa. Words importing the masculine gender shall mean and include the feminine and neuter genders.
2. The Contractor is not a Common Carrier and does not accept the obligations or liabilities of common carriers. The Contractor may refuse the handling lifting and/or carriage of any class of goods and will not handle lift/or carry goods at all except only upon the terms and conditions contained herein.
3. All goods are handled, lifted and/or carried at Customer's risk. The Contractor shall not be liable for any loss or damage of any kind whatsoever occasioned at any time and whether caused by any acts, defaults or negligence of the Contractor or otherwise howsoever.
4. The Contractor shall be at full liberty to arrange with any other person to undertake the handling, lifting and/or carriage of the goods and such person and his servants and agents shall be entitled to the benefit of these conditions to the same extent as the Contractor.
5. Goods of a noxious, flammable, hazardous, dangerous or explosive nature shall not be tendered to the Contractor without prior full disclosure of the nature of the goods and may be manhandled, lifted and/or carried only by special agreement. If any such goods be tendered other than by special agreement, the Customer shall be liable to the Contractor for any loss or damages occasioned whatsoever either directly or indirectly.
6. Where the Customer has declared the weight of the goods and the Contractor has relied upon such declared weight then the Customer shall be responsible for all extra costs and risk incurred by the Contractor and shall be liable for any loss or damages occasioned either directly to the Contractor by reason of the Contractor having relied upon the accuracy of such declared weight.
7. The Customer will be and remains responsible to the Contractor for its proper charges incurred in respect of the handling, lifting and/or carriage of goods.
8. Insurance of the goods will not be affected by the Contractor for the benefit of the Customer except upon the written instructions of the Customer and then only at the Customer's expense and upon receipt of declaration of value a reasonable time prior to handling. Lifting and/or carriage of the goods.
9. Charges will be computed from the time the unit leaves the depot of the Contractor until the time it returns to that depot, at the rate applicable to that unit, unless other rates are quoted and accepted prior.
10. Clear accessibility must be arranged, approved, and maintained by the Customer at all times and the crane area in particular must be levelled and consolidated to ensure the safety of the lifting operations. Any recovery costs and/or lost time will be borne by the Customer.
11. The Contractor is not responsible for any delays, inconvenience, or loss of any kind whatsoever, incurred by the Customer as a result of any accident, breakdown or defect in a crane or any part thereof, or from any other cause whatsoever.
12. Where a crane/vehicle is delayed by any cause beyond the control of the Contractor (whether travelling to or from, or if at, the site) or where the delay is caused by the obeying by the Contractor of instruction given by the Customer or its representative, the Customer is liable for the cost of such delay which the Contractor is entitled to charge as a hire charge at the usual price list hire rate. Where a vehicle is caused to be bogged whilst obeying such instructions, the cost of recovering the vehicle from the bog shall be to the account of the Customer.
13. The Customer indemnifies the Contractor against all action, suits, demands, claims, suits, losses and/or damages sustained by the Contractor as a result of any damages caused to any person or property of any person as a result of the negligence of the Customer.
14. Minimum hire periods apply as per Schedule of Rates.
15. Normal operating hours are between 7.00am and 3.30pm Mon-Fri. Outside these times incurs penalty rates unless prior arrangements have been made between the Customer and the Contractor. Weekends, Public Holidays and RDO's (Rostered Days Off) incur minimum hire as per Schedule of Rates.
16. The Customer shall supply ample notice to the Contractor to enable the arrangement of suitable crane/s and transport.
17. Overtime at the rate agreed hereon shall be paid by the Customer when and where applicable.
18. If required, accommodation, meals, travel and fares to and from the site shall be the Customer's account.
19. If these conditions form part of a Quotation or Proposal is subject to validity for a period of sixty (60) days from the date of Quotation or Proposal.
20. Transport prices do not include assembly and disassembly of the crane unless explicitly stated.
21. No credit request will be considered unless written notice is received within seven (7) days of the invoice date.
22. Payment will be required thirty (30) days form the date of the invoice unless other arrangements are made between the Contractor and the Customer. In the event of failure of the Customer to pay the invoice within the timeframe stipulated or arranged at the rate of fifteen percent (15%) per annum. Any costs incurred for recovery of debts will be charged onto customers.
23. Insurance for crane only will be covered by the Contractor if crane is hired with an operator.
24. The provision of any credit facility or the nomination of any credit limit is an indication only of the Contractor's intention at the time. The Contractor may vary or withdraw any credit facility at any time at its discretion without incurring any liability to the Customer' or anyone claiming through the Customer, without reducing any obligation of the Customer.

25. In respect to the Personal Property Securities Act 2009 Cth ("PPSA");
- (a) Terms in this clause have the same meaning as given to them in the PPSA
 - (b) In this clause, "Goods" means cranes or other vehicles hired by the Contractor to the Customer.
 - (c) The Contractor and the Customer acknowledge that this is a Security Agreement, and any Goods hired by the Customer from the Contractor under this Agreement gives rise to a Purchase Money Security Interest (PMSI) in favour of the Contractor over the Goods supplied to the Customer, as Grantor.
 - (d) The Contractor and Customer acknowledge that the Contractor, as Secured Party, is entitled to register its interest in the Goods Supplied or to be supplied to the Customer, as Grantor, under this Agreement on the PPSA Register.
 - (e) The Customer waives its right to receive notification of or a copy of any Verification Statement confirming registration of a Financing Statement or a Financing Change Statement relating to a security interest granted by the Customer to the Contractor.
 - (f) The Customer agrees to indemnify the Contractor on demand for all costs and expenses, including debt collection/legal costs and expenses on a solicitor/Customer basis, associated with the;
 - i) Registration, amendment or discharge of any Financing Statement.
 - ii) Enforcement of any Security Interest granted to the Contractor by the Customer
 - (g) The Customer agrees;
 - i) That, to the extent permitted at law, nothing in Sections 130-143 of the PPSA will apply to these Terms and Conditions or any Security Interests granted by the Customer to the Contractor
 - ii) To the extent permitted at law, to waive its right to do any of the following under the PPSA;
 - Receive notice of removal of an Accession under Section 95
 - Receive notice of an intention to seize collateral under section 123
 - Receive notice of a disposal of collateral under Section 130
 - Receive a Statement of Account if there is no disposal under Section 130(4)
 - Receive notice of retention of collateral under Section 135
 - Redeem the Collateral under Section 142
 - Reinstate the Security Agreement under Section 143
 - Object to the purchase of the Collateral by the Secured Party under Section 129
 - Receive a Statement of Account under Section 132(3)(d) following a disposal showing the amounts paid to other Secured Parties and whether Security Interests held by other Secured Parties have been discharged
26. The jurisdiction and venue for the hearing of any dispute arising between the Contractor and the Customer for the work performed shall be in the State of New South Wales.
27. 27. The Customer shall notify the Contractor in writing within seven (7) days of any change in its structure or management, including any change of Director, Partnership or Trusts or of any disposal of any part of the Customer's business.
28. 28. All charges under any agreement between the Contractor and the Customer are calculated without regard to Goods and Services Tax (GST). GST rate shall be entered separately on the invoice. GST referred to in this clause has the same meaning as in the "A New Tax System (Goods and Service Tax) Act, 1999 (as amended)."

Accepted by:
(Customer Representative)

Date:

Name:

Position:

Signature: _____

