

Terms and Conditions for CRANE HIRE RENTAL



For the following Terms and Conditions, TEAM Group (Aust) may be noted as **TEAM**. Hirer, client and Customer may be interchangeable.

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GC1. DEFINITION

- 1.1 **"Agreed Rate"** means the National Australia Bank Indicator Lending Rate current at the date when the hiring commences plus 4% provided that, if that rate ceases to be calculated, at such replacement rate as the Owner in good faith determines using a rate most nearly approximate to the National Australia Bank Indicator Lending Rate at the date of commencement of the hire;
- 1.2 **"Business Day"** is every day of the week excluding any day on which the Owner is not open for business in place of hire.
- 1.3 **"Customer"** means any person, company, corporation, or government instrumentality (including the personal representatives and permitted assigns and any person or corporation entitled or required by law to administer the Customer's affairs) who shall hire any Plant and Machinery from the Owner;
- 1.4 **"Dry Hire"** means the hire of Plant and Equipment under the exclusive direction and control of the Customer.
- 1.5 **"Goods"** means all wares, merchandise, equipment, articles of every description, and includes packages, containers, crates, cases and contents thereof of whatsoever kind owned by the Customer.
- 1.6 **"Loss"** means any loss including any liability, cost and expense (including legal costs on a full indemnity basis) arising from any claim, proceeding, action or demand or damage or misrepresentation.
- 1.7 **"Operator"** means any person employed by the Owner to operate, use or transport Plant and Machinery or Goods in connection with the hire of Plant and Machinery to the Customer.
- 1.8 **"Owner"** means TEAM Engineering Services Pty Ltd, trading as TEAM Group (Aust), ABN 97 089 427 010 and its assigns;
- 1.9 **"Plant and Machinery"** means all cranes and associated gear owned by the Owner hired to the Customer subject to these Terms and Conditions and the Quotation.
- 1.10 **"Quotation"** means the quotation given by the Owner to the Customer relating to the hire of Plant and Machinery as detailed in that quotation.
- 1.11 **"Wet Hire"** means the hire of fully maintained Plant and Equipment combined with TEAM personnel to operate the equipment.

GC2. PRICE

- 2.1 The price is subject to the availability of the Plant and Equipment. TEAM will not guarantee the availability unless an order is placed and programme of activities confirmed.
- 2.2 The price does not include Lifting gear below the hook (slings, specialist spreader bars, Man Box's, etc.) unless specifically included.
- 2.3 The quotation assumes that the relevant authorities will provide permits and approval for unrestricted travel and setup for the required transport vehicles.
- 2.4 The quotation is based on travel by the most direct route to the site.
- 2.5 Transport prices do not include assembly and disassembly of the Crane unless stated.
- 2.6 If Assembly/Disassembly charges are not quoted, Crane Hire Rate will commence from the start of assembly until the end of disassembly. Note: Specific Cranes attract a minimum hire period per day.
- 2.7 If Assembly/Disassembly are quoted these charges will be for the initial Assembly at the commencement of Hire and final Disassembly at the termination of Hire. Any other Assembly and Disassembly of Crane during the hire period will be to the Customer's account.
- 2.8 Plant and Machinery, labour & overtime demurrage charges for any delays uncounted, outside the control of the Owner.

- 2.9 All works have been priced for one mobilisation to site only (unless otherwise noted). Additional mobilisation to site due to inclement weather, industrial disputes or for any other circumstances for which TEAM have no control or responsibility, will incur additional charges.
- 2.10 The prices shown do not include GST.

GC3. RIGHT TO SUB-CONTRACT

- 3.1 The Owner shall have full liberty to sub-contract with any other person or company the performance of all or any of the Owner's obligations under this order and such person or company and his or its servants and agents shall be entitled to the benefit of these conditions to the same extent as the Owner

GC4. HIRE CHARGES

- 4.1 Unless otherwise agreed in writing the charges for hire are:
 - a. calculated from the time the Plant and Machinery leaves the Owner's depot until it is returned to the Owner's depot;
 - b. payable at the Owner's rates current at the date of commencement of hire subject to any increases notified in accordance with the relevant Quotation;
 - c. due and payable 30 days from date of invoice, interest at the Agreed Rate to accrue on accounts not paid within 30 days of invoice from date of invoice until payment.
- 4.2 Rates quoted are for a 5-day week Mon-Friday, single shift operation basis only unless otherwise stated.
- 4.3 If crane/s required for less than one (1) weeks' duration it will be the Customer's responsibility to request daily hire rate.
- 4.4 Crane hire charges will continue in periods of inclement weather, industrial dispute, and if the crane remains onsite during public holidays, RDO's, Easter and Christmas shutdown unless otherwise agreed in writing by both Parties.
- 4.5 TEAM shall not charge any hire during periods attributed to crane breakdown.

GC5. DELAY IN RETURN OF PLANT AND MACHINERY

- 5.1 When return of Plant and Machinery by the due date for return is delayed by any cause beyond the control of the Owner, or if the delay is caused by the Owner obeying instructions given by the Customer or his representative, the cost of such delay at the applicable hire rates shall be to the Customer's account. Where the Plant and Machinery becomes bogged whilst obeying instructions of the Customer, the cost of recovering the Plant and Machinery from the bog shall also be to the Customer's account at the Owner's standard charge out rates for recovery advised to the Customer at the time when recovery is requested by the Customer

GC6. CONDITIONS RELATING TO WORKING OF GOODS

- 6.1 In operation of the machine, clear accessibility must be provided and maintained by others at all times and in particular the crane area must be levelled and compacted for the safety of the lifting operation.
- 6.2 When a driver or Operator is supplied by the Owner to operate the Plant and Machinery, the Operator shall be under the direction and control of the Customer. The Operator can refuse to operate the Plant and Machinery if the Operator has a concern for operating safely and the Customer shall not allow any other person to operate the Plant and Machinery without the Owner's prior written consent.
- 6.3 The Owner is not a common carrier and responsibility for insurance of the Goods rests with the Customer
- 6.4 The Customer shall declare the weight of the Goods and the Owners will rely on such declared weight when arranging for handling. The Customer shall be responsible for all extra cost and risk incurred by the Owner and for all damages sustained by reliance on the declared weight. The Customer shall disclose to the Owner the nature of the Goods to be handled, lifted and/or carried:
 - a. Prior to loading, handling, lifting or carrying Goods, the Customer shall declare to the Owner in writing the weight and nature of the goods to be handled, lifted and/or carried;
 - b. The Customer will be liable for all extra cost and risk incurred by the Owner sustained by reliance on the declared weight and declared nature of the Goods. The Customer shall indemnify the Owner for all Losses which may be suffered or incurred as a consequence of the Owner having relied upon the Customer's declaration as to the nature and weight of the Goods;
 - c. Goods of a noxious, inflammable, hazardous, dangerous, or explosive nature shall not be tendered to the Owner for transport without prior written full disclosure of the nature of the Goods and may be handled lifted and/or carried only by special agreement. The Customer must comply with all relevant laws, regulations and requirements for the handling and transport of dangerous goods or hazardous materials, including any requirements in relation to the completion of relevant documentation. If any such Goods are tendered for carriage, the Customer shall be liable for any Loss occasioned either directly or indirectly to the Owner, including any arising from any misrepresentation of the Goods by the Customer or for any failure of the Customer to comply with any relevant law, regulation or requirement.
- 6.5 The Customer shall not make any alterations or additions to the Plant and Machinery or any part thereof.



GC7. AUTHORITIES, PERMITS AND SAFETY–

- 7.1 Where erection, installation, use, operation or transport of the Plant and Equipment is undertaken by the Customer, it shall be the Customer's responsibility to obtain the necessary approvals, permits and consents of all government, local and other authorities for such erection, installation, use or transport.
- 7.2 Where 7.1 applies, the Customer shall also be responsible to ensure that the Plant and Equipment is erected, installed, used, operated or carried strictly in accordance with all applicable laws, regulations, standards or codes, and as required by any inspectors of government authorities.
- 7.3 Without limiting 7.1 and 7.2, the Customer shall be responsible for ensuring that, where the Plant and Machinery is transported by road, or is used to transport Goods by road, all required permits and consents necessary for the transport are obtained and the conditions of any notice, permit or consent applicable to the transport are complied with.
- 7.4 Where erection, installation or transport of the Plant and Machinery is undertaken by the Owner, it shall be the Owner's responsibility to obtain the consent of the appropriate authorities. It shall be the Owner's responsibility to ensure that the Plant and Machinery is used strictly in accordance with all applicable laws, regulations, standards or codes and as required by any inspectors of government authorities. In the event an authority imposes additional conditions after an initial approval, satisfaction of the conditions shall be at the Customer's expense.
- 7.5 When erecting, installing, using, operating or transporting the Plant and Machinery, the Customer must:
 - a. report to the relevant authorities any incident which caused or could have caused damage to any property, including road infrastructure, or injury to any person; and
 - b. complete any required incident reports and documentation.
- 7.6 Any report given in accordance with condition 7.5 must be made as soon as is practicable after the incident, or as otherwise required by law, and notice of the report and incident must be given to the Owner.

GC8. COMPLIANCE WITH ROAD AND TRANSPORT LAWS

- 8.1 When the Customer transports the Plant and Machinery by road or uses the Plant and Machinery to transport Goods by road, the Customer must adhere to and comply with:
 - a. all applicable laws;
 - b. any direction given by any government or regulatory agency; and
 - c. the Owner's standards, policies and procedures in effect from time to time.
- 8.2 Without limiting Clause 8.1, the Customer must comply or ensure that any person who drives or operates the Plant and Machinery on a road, or packs, loads, consigns or is the consignee of Goods on the vehicle for transport by road, or complies with:
 - a. all mass, dimension and load restraint requirements applicable to the Plant and Machinery or Goods;
 - b. all driving hours, speed and traffic requirements;
 - c. all requirements relating to the transport of dangerous goods; and
 - d. all obligations in relation to the issue, completion and retention of transport and journey documentation.
- 8.3 The Customer must co-operate and comply with all reasonable requests and directions of the Owner in:
 - a. monitoring and ensuring compliance by the Customer or Owner with road and transport laws; and
 - b. responding to an investigation or enquiry from an inspector or government agency regarding compliance with road and transport laws.
- 8.4 The Owner may, upon request, inspect any transport or journey documentation of the Customer that relates to the hire or carriage of any Goods or Plant or Machinery under these Terms and Conditions.
- 8.5 The Customer must report to the Owner any breach or suspected breach by it, its officers, employees or agents of the laws, requirements or obligations set out in Clause 8.1 and 8.2.

GC9. FORCE MAJEURE

- The Owner shall:
- 9.1 not be liable to the Customer for any Loss due to delay caused by a Force Majeure Event which term shall mean a circumstance outside the Owner's control which affects the ability of the Customer to use the Plant and Equipment for the purpose for which it was hired;
 - 9.2 the Owner shall not be responsible for any delays inconvenience or loss of any kind whatsoever incurred by the Customer including arising from any accident breakdown or defect in the Plant and Machinery.
 - 9.3 save where any accident, breakdown or defect in the Plant and Machinery is caused by the Customer, the hiring charges applicable to the Plant and Machinery subject to a Force Majeure Event shall not be payable for the period during which the relevant Plant and Machinery is inoperable for the purpose for which it was hired;
 - 9.4 the Customer shall have the right to extend the period of hire by the period for which hiring charges are not payable under clause 9.3 by notifying the Owner in writing within 1 Business Day of any Plant and Machinery to which this clause applies that the Customer wishes to extend the period in accordance with this clause. If no notice is given in accordance with this clause, the Plant and Machinery shall be returned to the Owner at the end of the hire period as set out in the Owner's hire form

GC10. TERMINATION

- 10.1 The Owner reserves the right to terminate the hire at any time by notice in writing to the Customer if:
 - a. the Customer has failed to pay any invoice by the due date referred to in clause GC4 and clause 21.1, or,
 - b. the Customer fails to comply with any obligations set out in clause 7.1, 7.2, 7.3 and 8.1 to 8.5.
- 10.2 If the Owner has terminated the hire in accordance with clause 9.3, it shall be lawful for the Owner to re-take possession of the Plant and Machinery and for that purpose to enter into or upon any premises where the Plant and Machinery may be. Termination of hiring under this clause shall not affect the right of the Owner to recover from the Customer any money payable hereunder, or damages for breach of these conditions.

GC11. LIMITATION OF LIABILITY

Subject to clause 11.6:

- 11.1 the Owner shall not be liable for any loss or damage of any kind whatsoever caused to the Customer or to the property and/or Goods of the Customer whether such loss or damage was caused by any act, default or negligence, or breach of duty as Bailee, on the part of the Owner, or otherwise, including any damage, loss, contamination or deterioration of Goods caused by insufficient loading or packing where Goods are loaded or packed by any person other than the Owner; defects or inherent vice in the Goods; or the inability of the Goods to withstand the ordinary incidents of carriage or storage. Plant and Machinery that is operated by any driver supplied by the Owner to work the Goods is entirely at the Customer's risk. All Goods are handled, lifted, stored and/or carried entirely at the Customer's risk.
- 11.2 the Customer continually indemnifies the Owner and its officers, employees and agents against any claim, proceeding, penalty, order, loss incurred as a result of action taken by an inspector or government agency, or other loss that may be caused by or arise out of the use, operation or transport of the Plant and Machinery, or any breach by the Customer or its officer, employees or agents of any obligations set out in Clause 8.1 to 8.5.
- 11.3 the Owner excludes all liability relating to the Plant and Machinery and/or services supplied by the Owner including for physical or financial consequential loss or damage and whether arising from negligence or misuse of Plant and Machinery and/or services provided by the Owner;
- 11.4 the Customer shall be solely responsible for and shall bear without any claim or entitlement to contribution or indemnity from the Owner all or any loss arising from any act error or omission of the Customer or its officers, employees, agents or sub-contractors or which arises because of or from any defects or inherent vice in the Goods;
- 11.5 the Owner excludes all conditions and warranties of any type in relation to the Plant and Machinery supplied or made available for hire and/or services provided by the Owner, and makes no representation as to the fitness of Plant and Machinery supplied or made available for hire and/or services made available for hire supplied by it for any purpose;
- 11.6 this clause 11.6 applies to the maximum extent permitted by law. To the extent that any statutory conditions or warranties apply which may be limited by law, Owner's liability for a breach of any condition or warranty implied by law which may be limited by law is limited to any one or more of the following at Owner's option:
 - a. in the case of Plant and Machinery;
 - i. the replacement hire of the Plant and Machinery or the supply of equivalent Plant and Machinery for a period equal to the term of the Hire or part thereof for which the Owner has been in breach of such implied condition or warranty; or
 - ii. the payment of the cost of hire of replacement Plant and Machinery for a period equal to the term of the Hire or part thereof for which the Owner has been in breach of such implied condition or warranty.
 - b. In the case of services or technical assistance, other than transport or storage services for the purposes of a business, trade, profession or occupation:
 - i. the resupply of the services or technical assistance in respect of which the Owner has been in breach of such condition or warranty; or
 - ii. the payment of the cost of having the services or technical assistance resupplied in respect of which the Owner has been in breach of such condition or warranty.

GC12. EQUAL OPPORTUNITY

- 12.1 The Owner is an equal employment opportunity employer and will not tolerate sexual harassment or discrimination in the workplace. When an Operator attends the premises of a Customer, or at any other place, the Customer must, and must ensure that its employees or agents, comply with all equal opportunity and anti-discrimination laws.

GC13. WAIVER

- 13.1 The fact that the Owner fails to do or delays in doing something it is entitled to do under this Terms and Conditions or the Quotation does not amount to a waiver.
- 13.2 Any waiver by the Owner must be in writing signed by the Owner and is only effective in relation to the particular obligation or breach in respect of which it is given. Any signed waiver is not to be taken as an implied

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waiver of any other obligation or breach or as an implied waiver of that obligation or breach on any other occasion.

GC14. SEVERABILITY

14.1 Each provision of the terms and conditions apply individually and severally so if any provision is or becomes illegal, unenforceable or valid it is to be treated as severed from the terms and conditions in the relevant jurisdiction but the rest of the document will not be affected. The legality, validity and enforceability and any other jurisdiction will not be affected.

GC15. GOVERNING LAW

15.1 This document is governed by the law of the State or Territory within Australia in which the Plant and Machinery is hired. The parties submit the non-exclusive jurisdiction of the courts and courts of appeal of that State or Territory and will not object to the exercise of jurisdiction by such courts on any basis.

15.2 Governing law for crane hire outside of Australia is Queensland, Australia.

GC16. EXCLUSIONS

The following items are NOT included in the quotation (unless specifically noted):

- 16.1 Road closures, permits, traffic control / management required during lifting operations, FAC / railway approvals.
- 16.2 Supply, installation, removal and maintenance of signage, bunting exclusion zones
- 16.3 Engineers assessment and approval for ground bearing pressure, survey set out and levelling
- 16.4 Engineers approval and back propping of concrete slabs for crane access.
- 16.5 Clear and compacted access for cranes, and transport when works are in progress
- 16.6 Task lighting, EWP's, access platforms, scaffolding etc. to access works
- 16.7 All care will be taken but the Hirer does not accept responsibility or cost for damage to existing pavements and roads where heavy vehicles and Plant and Machinery are required to move. Steel plates or protection devices will be used to decrease the chance of damage but no liability is accepted by the Owner for damages if they occur.
- 16.8 No allowance has been made for the construction of any ground preparation, pads and access roads that may be required. The hirer must provide suitable access and suitable bearing area to accommodate the loads of the Plant and Machinery at the required driving positions. The Hirer is to provide all weather access and compacted ground to accommodate the loads of trucks at the required operational positions.
- 16.9 No allowance has been made for the removal of pre-cast concrete barriers, obstructions including scaffolding and / or traffic management changes.
- 16.10 No allowance has been for the supplying of traffic management and control, including detours of the closed bridges or carriageways where applicable or to allow vehicle access into or across the works into the site during erection and supply of all other requirements necessary such as notification of persons and businesses, advertisement and "Virtual Message Boards".

GC17. INSURANCE

- 17.1 For Dry Hire the hirer shall maintain an All Risk Insurance Policy on Plant and Equipment at the full insurable value as noted on the attached quotation. A Certificate of Currency is required to be emailed to our Mackay Office prior to machine/s being released for hire. The insurance is to cover the Crane and Liability.
- 17.2 TEAM Group (Aust) maintains insurances in respect of crane hire Third party motor, Public and Products Liability, Workers Compensation, Industrial Special Risk and Industrial Special Plant

GC18. DISPUTE

18.1 If a dispute arises about works including but not limited to the direction of the works, or a claim, whether in tort; for rectification or frustration; or like, written notification must be received by TEAM Management within 7 days of the date of dispute adequately identifying and providing supporting documentation of the dispute. Notification received after this period or not in the required form will not be accepted.

GC19. LIABILITY

19.1 TEAM shall not be liable under any circumstances for any direct, indirect, economic, special or consequential loss or damage of any nature whatsoever suffered by the Customer howsoever arising because of hiring or purchasing the plant. The liability of TEAM is limited to the repair or replacement of the Plant and Equipment.

GC20. RESTITUTION

20.1 TEAM reserve the right to recover costs associated with additional items or works, including but not limited to engineer's certification of structure; access; change of conditions at site; tolls; deviation from information provided or lack of adequate information; provision of traffic control, escorts or pilot vehicles; or site specific inductions and medicals, necessary to enable TEAM to commence, continue or complete the works under this proposal. All additional charges will be for the hirers account and charged at cost plus 10%.

GC21. PAYMENTS

21.1 **Payment will be required thirty (30) days from the date of invoice.** Invoices will be issued at the commencement of the hire period monthly

in advance. Interest will be charged in accordance with the agreed rate in clause 1.1 on overdue accounts. All claims for payment will be made under the relevant State Security of Payment Legislation. All monies payable will be free of set off, Customer claims, retentions or deductions unless approved in writing and signed by both parties.

GC22. VALIDITY

22.1 The quotation for hire is valid until the date noted on the separate quotation and conditional upon no variation to the scope of works offered or advised to TEAM at date of the proposal.

GC23. ACCEPTANCE OF THE TERMS

- 23.1 The arrival of the Crane at your site shall be deemed to be the commencement of the Hire Period and your acceptance of our Terms and Conditions of hire. This applies whether the Plant and Equipment Hire Agreement is signed or not.
- 23.2 The terms and conditions offered by TEAM will not be altered, diminished or waived in any way, part or whole, by the acceptance of any purchase order, plant hire agreement or specific instruction to proceed, issued by the Customer unless that contract is agreed to in writing. In issuing a purchase order, plant hire agreement or specific instruction to and proceed, the customer agrees to accept and comply with the scope of works and all terms and conditions as stated.

Signed on behalf of TEAM Group (Aust) Signed on behalf of Hirer/Customer

Signature:

Signature:

Print Name:

Print Name:

Date:

Date:



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GC25. SPECIAL CONDITIONS OF HIRE

- 25.1 Should any Plant and Machinery be unserviceable due to breakdowns, which are not caused by misuse or accident damage by the Hirer, it's employee's or others, the length of time that the Plant and Machinery is not available shall be deducted from the price PROVIDED that the Hirer has notified the Owner, in writing.
- 25.2 Unless requested by the Hirer, or specified otherwise, Plant and Machinery with lifting capacity greater than 70t is not supplied (or included in the prices quoted above) with the auxiliary winch and or fly's fitted. If required, the Hirer must request the auxiliary winch and or fly and shall be responsible for all costs associated with fitting and removal of these accessories.
- 25.3 No allowances are made for delays due to wet weather or other delays beyond our control.
- 25.4 Supply of Plant and Machinery is subject to availability at time of request. No allowance has been made for notification to local businesses or persons that may be affected by the operation.
- 25.5 No allowance has been made for the removal or isolation of any overhead or underground services. Quote is based on the isolation of power or services, including electrical spotters, supervision and reconnection being undertaken by the Hirer at no cost to the Owner.
- 25.6 The Owner owns all intellectual property rights, including copyright in this quote.
- 25.7 The provision of this quote does not confer on the Hirer any licence to exercise any intellectual property rights subsisting in the material and, without limiting the generality of the foregoing, does not confer on any right to republish the attached in whole or in part.
- 25.8 The Hirer must use the information disclosed in this quote only for deciding as to whether the Owner is to be awarded the work the subject to this enquiry.
- 25.9 The Hirer shall treat this submission as confidential information and, other than as maybe required at law, shall not disclose details of this submission to any third party without the Owners prior written consent.
- 25.10 Quotes for multiple pieces of Plant and Machinery are not considered separable; The Owner reserves the right to revise this quote if not accepted in full by the Hirer.
- 25.11 The draft terms and conditions of contract will remain subject to the Owners Board approval until the contract is executed.

GC26. SPECIAL CONDITIONS FOR DRY HIRE

Hirer's responsibilities include but may not be limited to the following:

- 26.1 Supply of appropriately qualified and ticketed personnel for the Plant and Machinery at the expense of the Hirer;
- 26.2 Unless specified, Supervision shall remain the responsibility of the Hirer. The Owner can supply Supervision if required, at the attached schedule of rates.

GC27. SPECIAL CONDITIONS FOR WET HIRE

- 27.1 The Hirer acknowledges that (if applicable) the rates specified in the above Pricing Tables:
- are quoted as being delivered within "Normal Time" business hours, which for this quote are between 7.00 am to 3.00pm Monday to Friday, excluding Public Holidays. Should services be required outside of these hours, or after the employee has ceased work, the excess hourly rate nominated in the Pricing Tables will apply;
 - are quoted as per the relevant Owners "Work Place Agreement", however in accordance with the National Code of Practice for the Construction Industry our costing does not allow for site specific wage and productivity bonuses that may apply to our workers on your site/s over and above the Owners "Work Place Agreement", rates. Any such costs for special allowances will be additional to the quotation.
- 27.2 For (call-out) services provided on a
- Saturday, Sunday, Public Holiday; or
 - Outside the hours as outlined in above clause 27.1; the Overtime Rate, as outlined in the Pricing Tables, will apply for all hours worked and for a minimum of (4) hours.
- 27.3 Where shift work services are required
- a shift allowance (per hour) for each hour worked shall be chargeable in addition to the quoted rates and for each employee engaged in the services;
 - a 10-hour (stand-down) fatigue management period is required for all employees prior to Services commencing. Stand-down costs, for each employee, are applicable at and will be charged at the Normal Time rate nominated in the "Schedule of Rates – Plant and Machinery, Labour & Stand-Down" table of this quote
- 27.4 Unless specified, site inductions and/or medicals are not included in this quote. All time undertaken to action site inductions, medicals etc. will be charged to the Hirer's account at the applicable hourly rate, including the Plant and Machinery hourly rate should the Plant and Machinery be on site whilst inductions are undertaken.
- 27.5 Unless specified, accommodation and travel has not been considered in this quote. Where applicable, travel time will be charged at the labour rate, plus overtime (if applicable) and any tolls, ferry, taxi fees or rest breaks that are incurred in delivering the Services. Mark-up of 15% to the invoice price shall be applied to these costs and charged to the account of the Hirer.

- 27.6 Unless specified costs associated with transport (for vehicle/s and or crews), to and from the crew/s depot and or point of accommodation each day shall be to the account of the Hirer.
- 27.7 The Owners fatigue management policy limits operational activities to a maximum 14-hour shift, including travel. Accommodation and or other fatigue management strategies may be required; in these instances, these costs shall be on-charged to the Hirer's account where applicable.
- 27.8 Prior to any crane works being carried out, TEAM will require a written site instruction to proceed and receipt of Customer's official purchase order no later than 48 hours prior to work commencement unless otherwise mutually agreed in writing.
- 27.9 Pursuant to the site instruction, cancellation and / or delays caused by others including but not limited to, inclement weather, site disputes etc. will incur costs and be invoiced accordingly as a variation to the works unless the delay is caused by TEAM.

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GC29. RESPONSIBILITY MATRIX – DRY HIRE

DRY HIRE RESPONSIBILITY MATRIX - Description of Service, Charge or responsibility	Responsible Party		
	Not Applicable	Hirer	Owner
1. A Pre-Hire Condition Report must be agreed and countersigned by the Hirer prior to the use of the machine.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. The Plant and Equipment must be kept in clean and good condition.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. The Plant and Equipment must be returned to TEAM in the same conditions (fair wear and tear excepted) as it was provided by TEAM at the start of the Term including a full tank of fuel, washed and clean	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. The Customer shall pay the cost of replacing damaged tyres and rims, cleaning and any repairing and repainting which TEAM reasonably requires to return Plant and Equipment to pre-hire conditions, fair wear and tear excepted.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Customer to supply competent current National WPH&S Accredited Operator with the appropriate High Risk Licences.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Customer is to complete daily prestart checks of the Plant and Equipment and crane logbook. Any defects reported by the Operation Staff to be investigated by the Customer and emailed to TEAM Group within twenty-four (24) hours	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Customer is responsible for daily servicing of plant and equipment per the manufacturer's specifications and to supply all fuel, lubricants, top up oils to manufacturers specifications.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. The Customer will provide weekly hour meter reports to TEAM so that service visits can be planned within the service interval period for Scheduled Servicing per the manufacturer's specifications. The Customer will provide access to the Plant and Equipment for service visits to be undertaken.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. The Customer must not in any way alter, modify, tamper with, damage or repair the Plant and Equipment without the TEAM's written consent.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. The Customer will be responsible for all repair costs as a result of damage caused through overloading, neglect, abuse, maltreatment and theft of Plant and Equipment, including tyres other than fair wear and tear.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. For Conventional Boom Cranes it will be the Customer's responsibility to supply suitable craneage and men at the start and finish of the rental period to carry out the erection and dismantling of our Cranes and on/off loading of trucks transporting Crane components at no charge to TEAM unless other arrangements negotiated.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. It is the Hirer's responsibility to notify TEAM Group (Aust) of the off-hire date (prior to the completion of the contract where possible) or the actual off-hire date on the day of completion.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Insurance as per Clause GC17 for Dry Hire of Cranes in accordance with the attached Quotation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Wet / Inclement weather Plant and Machinery and labour (if applicable) charges unless agreed otherwise	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. TEAM will provide 250 hr scheduled servicing as per the manufacturers' specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Terms and Conditions for CRANE HIRE RENTAL



GC30. RESPONSIBILITY MATRIX – WET HIRE

WET HIRE RESPONSIBILITY MATRIX - Description of Service, Charge or responsibility	Responsible Party		
	Not Applicable	Hirer	Owner
1. Site induction cost & labour charges for crew	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Site specific medical cost & labour charges for crew	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Supervision charges	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Overtime charges for outside the normal working hours of 7.30am and 4.00pm Monday to Friday including weekends & Public Holidays for Plant and Machinery & crew	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Labour charges for 10-hour break periods which carry past 7.30am the following day until the 10-hour break period is achieved	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Minimum 4 hour charges for labour & overtime, for after hours and weekend callouts. With Plant and Machinery charged for actual hours worked	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Minimum 8 hour charges for labour & overtime, for Public Holidays. With Plant and Machinery charged for actual hours worked	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Minimum 8 hour charges at applicable quoted crane rate, for Weekends, After-Hours and Public Holidays	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Daily travel time and overtime charges of crew to and from site	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Daily transport charges for crew to and from site (Vehicle)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Pre-night shift stand down labour charges of 8 hours per person for crew	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Post night shift stand down labour charges of 8 hours per person for crew	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Night shift allowance charges for night shift crews	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Light Vehicle	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15. Mobilisation / demobilisation charges quoted to Hire's Site Gate only, with hourly rates to apply from this point	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Mobilisation / demobilisation charges quoted to Hirer's actual work area only, with hourly rates to apply from this point	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Mobilisation / demobilisation charges quoted to Hirer's actual work area, with crane rigged, set up, ready to lift	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Diesel Fuel	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Meals & Accommodation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Wet / Inclement weather Plant and Machinery, labour & overtime standby charges	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
21. Plant and Machinery, labour & overtime demurrage charges for any delays uncounted, outside the control of the Owner	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>