

P & D CRANES AUSTRALIA PTY LTD – DRY HIRE AGREEMENT

DATE: HIRE AGREEMENT NO. _____

Hirer Name: _____

Hirer Address: _____

Hirer Order No: _____

Hire Agreement subject to the Terms and Conditions attached

Start Date: Hire Period:

Plant Description: _____

Registration No: _____ Serial No: _____

EQUIPMENT DRY HIRE RATE	(UNMANNED)	Weekly
GST	10%	
TRANSPORTATION TO/FROM SITE		Each way
GST	10%	
DAMAGE WAIVER	12%	
GST	10%	
SERVICING	Every 250 Hours	P.O.A

Please Note: MINIMUM HIRE:

Hours in excess of 56 hours per week will be charged @ \$40.00 per hour

Special Conditions:

Crane is to be utilized in _____ Location only.
Relocation from this area will require authorization from P&D Cranes Australia Pty Ltd.

All other details refer attachment

Signed on behalf of: _____

Signed on Behalf of: P&D Cranes Australia Pty Ltd:

Signature: _____

Signature: _____

Full Name: _____
(Please print)

Name: _____
(Please print)

GENERAL TERMS AND CONDITIONS CAN BE FOUND ON OUR WEBSITE AT WWW.PDCRANES.COM.AU

SPECIFIC DRY HIRE TERMS AND CONDITIONS IN ADDITION TO THE GENERAL TERMS AND CONDITIONS

In consideration of one or more of P & D Cranes Australia Pty Ltd (A.C.N. 006 565 911) or any of its subsidiaries, subcontractors, servants and/or agents in existence now or in the future (hereinafter referred to as "P & D") supplying goods or services, including but not limited to, plant and equipment hire or crane services, the Hirer (meaning and including the person or entity on the face hereof being the person or entity requiring the services to be operated by P & D, and includes any such person or entity claiming through, under or in trust of such person or entity) agrees to be bound by the following conditions. The Hirer acknowledges that the provisions of these Terms and Conditions apply to all services supplied by P & D.

SAFETY AND OPERATIONS

Laws and Safety Standards

The Hirer must ensure that all Relevant Laws and safety standards relating to the safe use and handling of the Plant and Equipment, are complied with during the Term and that the Plant and Equipment during the Term does not place the public, the community or the environment at risk of injury, illness or damage.

Dry Hire

In relation to Dry Hire the Hirer **warrants** as follows:

- a. The Plant and Equipment will only be used for a proper purpose and for which it has been designed, manufactured and supplied.
- b. Prior to first use, the commencement of each new activity and any daily pre-starts thereafter, the Hirer must fully inspect and walk around the site and the Plant and Equipment, complete P & D/OEM pre-start checks, review OEM operating manuals, review safety alerts and inspection reports and take such other steps required to determine the suitability of the Plant and Equipment to undertake the proposed task. The Hirer will identify any foreseeable hazards or risks of harm in respect of the planned use of the Plant and Equipment and implement appropriate controls to minimise or where possible, to eliminate the risks in accordance with all Relevant Laws.
- c. The Hirer will notify P & D immediately if the Plant and Equipment supplied is damaged, inappropriate or not suited to the proposed task. P & D provides no warranty in relation to the condition of the Plant and Equipment or that the Plant and Equipment is suitable for the task.
- d. The Plant and Equipment will only be operated by qualified and trained personnel who possess current licenses to operate the Plant and Equipment, vehicle orientation and familiarity. The Hirer must provide evidence of such qualifications and licenses to P & D on request.
- e. The Hirer will ensure that all safety information supplied with the Plant and Equipment is conveyed to the operator of the Plant and Equipment and that any safety related signs, banners, flags or warnings supplied by P & D in relation to the Plant and Equipment are prominently displayed.

Insurance

Insurance of the hired equipment is the responsibility of: _____

Damage Waiver

Damage Waiver is 12% of the hire rates with a reduced excess of \$10,000 for each and every claim.

Alternatively, you may choose to sign the damage waiver option and return it to our office with a copy of your certificate.

Servicing

Servicing of equipment is every 250 hours and all work is to be carried out by P&D Cranes Australia Pty Ltd or its nominated representatives and all relevant costs will be charged to your account. You will also be required to sign the on-hire survey to verify acceptance of equipment in the condition dispatched.

Log Books

Log Books are to be completed daily and copies sent to our office each Monday with the hours and kilometres for verification and sign off.

GST

Goods and services tax are set at the prevailing rate on all costs.

Mobilisation & De-mobilisation

Mobilisation and de-mobilisation of equipment to and from site is the responsibility of P&D Cranes Australia Pty Ltd and will be on charged to your account where applicable.

ALL INFORMATION IS REQUIRED PRIOR TO DISPATCH OF EQUIPMENT

Signed for and on behalf of the Hirer

Signed for and on behalf of

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

P&D Cranes Australia Pty Ltd will also require an official purchase order from your company or authorisation for the hire of the equipment.

P&D Cranes Australia Pty Ltd will also require copies of the operator's drivers' licence, qualifications and tickets of competency.

Familiarisation training is available and is at the cost of: \$_____ per hour

This training can be conducted prior to the equipment being dispatched or when the equipment arrives on site. Should your company choose not to take up the familiarisation training, confirmation that your operator is competent on the nominated equipment would be required.

This information is necessary to ensure both P&D Cranes Australia Pty Ltd and your company complies with all statutory regulations.

DECLARATION OF HIRER

I/We declare that the goods to be hired by us/me from the P & D Cranes Australia Pty Ltd are to be hired wholly or predominantly for business purposes.

I/we further declare that P & D Cranes Australia Pty Ltd have relied on this declaration in agreeing to hire the goods to us/me, and would otherwise have not agreed to do so in the absence of this declaration.

By signing this declaration, I/we acknowledge that I/we may lose protection under the National Credit Code.

SIGNED BY _____
(please print)

in the presence of: _____
Name of Witness (Please Print)

SIGNATURE _____

Signature of Witness