

# Civil Hirings Pty Ltd

## TERMS AND CONDITIONS

### In these Conditions:

- (a) Civil Hirings Pty Ltd is hereinafter referred to as "the Company" which expression includes its servants and agents.
1. (b) "The Hirer" means and includes the person referred to on the reverse hereof as the Hirer and includes that persons, servants agents or subcontractors.
  - (c) "Dry Hire" shall mean hire of the Machinery referred to on the reverse hereof without operator, fuel, grease, oil and ground engaging equipment.
  - (d) "Ground engaging equipment" shall include rippers, scarifying teeth, cutting edges and all other parts of the Machinery excluding tracks and tyres which during the operation of the Machinery are in direct contact with the ground.
  - (e) "The Machinery" shall mean the Machinery described on the reverse hereof.
  - (f) "The Operator" (if applicable) shall mean the person described as the Operator of the Machinery on the reverse hereof.
  - (g) "The Owner" shall mean and include the person referred to on the reverse hereof as the Owner and, shall include its successors, subsidiaries and assigns.
  - (h) "The Consideration" shall mean the total of the hire rate referred to on the reverse hereof calculated in the manner referred to on the reverse hereof together with mobilisation and demobilisation charges referred to on the reverse hereof.
  - (i) "Person" shall include any Firm Corporation or other entity.
2. The Company is the agent of the Owner for the purpose of arranging a Contract of Hire for the hire of the Machinery and Operator if applicable by the Hirer from the Owner.
  3. For the consideration the Owner shall supply the Machinery and operator (if applicable) in the manner set out on the reverse hereof. The Company shall be liable to account to the Owner for the Consideration provided that the Company shall be entitled to deduct from the Consideration any monies whatsoever payable to the Company by the Owner on any account whatsoever. Any monies received by the Company from the Hirer in excess of the Consideration shall be retained by the Company.
  4. The Machinery and operator (if applicable) shall be delivered and/or supplied by the Owner to the Hirer on the date(s) referred to on the reverse hereof.
  5. The Owner warrants that the Machinery shall be free from all defects whether arising from defective design, defective materials, defective equipment, defective manufacture or defective workmanship and that the operator of the Machinery shall be fully qualified and experienced in the safe and proper operation of the Machinery and shall at all times operate the machinery and undertake the work required of him by the Hirer in a competent and proper manner.
  6. The Owner acknowledges that the Company has no control or authority over the Machinery and/or its operation.
  7. Should an Operator of the Machinery be provided by the Owner it is agreed that as between the Owner and the Company the Operator shall be and remain at all times the employee of the Owner and the Owner shall insure itself accordingly against any and all liability whatsoever pursuant to Workers' Compensation Legislation and otherwise howsoever.
  8. The Owner shall indemnify and keep indemnified the Company in respect of any actions, suits, proceedings, costs, claims and demands brought or made by any person in respect of any personal injury to or the death of any person whomsoever or loss of or damage to the Machinery and/or any other property whatsoever arising out of or as a consequence of any accident or circumstance involving the Machinery and/or its operator including loss or damage caused by contributed to or arising out of the use of the Machinery including loss or damage arising out of breach of Contract or negligence whether alleged or proven against the Company or its servants or agents.
  9. The Machinery and its Operator (if any) provided pursuant to this Contract shall as between the Owner and the Company be at the risk of the Owner and the Operation of the Machinery and any work carried out shall as between the Owner and the Company be entirely at the risk of the Owner and the Owner shall insure itself accordingly against all risks of all loss and damage relating in any way whatsoever to the machinery and/or its Operator and/or any work carried out.
  10. Should the Owner delay delivery of the Machinery and/or its Operator beyond the date for delivery referred to on the reverse hereof or should the Owner fail to deliver the Machinery or should the Machinery not operate for any reason whatsoever the Owner shall indemnify and keep indemnified the Company in respect of any loss or damage caused by contributed to or relating in any way whatsoever to such failure to deliver late delivery or non operation.
  11. If the Machinery is hired on the basis of Dry Hire the Owner acknowledges that it shall be the Hirers responsibility to:
    - (i) Supply fuel, grease, oil and all other items whatsoever required for the safe operation and proper daily servicing of the Machinery.
    - (ii) Supply the ground engaging equipment necessary for the proper operation of the Machinery.
    - (iii) Attend to the replacement and/or repairs to any tyres or tracks relating to the Machinery which are destroyed or damaged in any way whatsoever fair wear and tear excepted.

and it is agreed that as between the Owner and the Company the latter shall not be responsible for any failure of the Hirer to supply the items referred to in this Clause.