



ABN: 64 647 630 779

1/3 Fisher Street, Maidstone VIC 3012

Ph: +61 487 936 984

CONDITIONS OF HIRE

In these Conditions IOTDC-NT1 is hereinafter referred to as 'The Contractor' and includes any Sub-Contractors, servants and/or Agents of the IOTDC-NT1. 'The Client' means and includes the person shown on the face hereof as being the hirer of IOTDC-NT1.

1. Normal working hours are 7.00am to 3.30pm, Monday to Friday. An additional overtime rate applies outside of normal hours, or after 8 hours of hire. Rest breaks (i.e. smoko) is a paid break. Hire continues for this period.
2. An additional rate is charged per person for all work performed on public holidays.
3. A meal allowance will be applicable where an employee starts before 5am and or where the hire exceeds 9.5 hours duration (Duration includes travel time).
4. Where a lunch break is taken outside normal working hours (I.E Nightshift or the Weekend) the time will not be deducted off overall chargeable hours.
5. A compulsory 10hr break between consecutive shifts is required for the purpose of fatigue management.
6. Client site inductions: Site specific requirements: If in the event site-specific requirements (including medicals or Site-specific allowances) should apply, then the labour and any associated course costs undertaken for all personnel are to be on-charged to The Client at no cost to The Contractor. The Client is to notify The Contractor of all Site-specific requirements and arrange all times /venues / providers to enable The Contractor realistically achievable time to action.
7. Site Access and Damage: The Contractor will not accept damages in any form for repairs necessary to access ways, footpaths, kerbs, vegetation, underground services, overhead services, structures, or property associated with site access / egress or crane hire. The Client is to provide the Operator, Supervisor or Allocator with details, site plans or known constraints during planning or at the time of booking.
8. Inclement weather / Delays: Should any equipment remain onsite for The Clients convenience within a predetermined work programme be unable to work due to the result of inclement weather, then a minimum of 8 hours shall be charged at our current labour rate per person to The Clients account. Charges may apply at the discretion of The Contractor in the event of delays resulting in equipment and crew being unable to travel from site on completion of hire period owing to rain affected site roads. Where a vehicle is delayed by any cause beyond the control of the contractor or where the delay is caused through the contractor obeying instructions given by The Client or his representative, then the cost of such delays shall be on charged to The Client's account. Where a vehicle is bogged whilst obeying such instructions the cost of recovering the vehicle from the bog shall be on charged to The Client's account.
9. Travel Time: In the event of crane being required to remain on-site with no accommodation provided, then all travel time to and from site each day for all personnel shall be chargeable to The Client at Borger Cranes labour rate plus overtime penalty if applicable.



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10. Weekend Work: Work commencing outside normal hours (Non shift work pattern) that is not Night Work, shall incur a 4 Hour minimum charge.

11. Night Work: Work commencing outside normal hours (Non shift work pattern) shall incur a 4 Hour minimum Equipment charge and 8 hours Minimum Labour charge. Stand down rates for crane crews are charged at 8 hours Labour per man (Applicable only on the last shift)

12. Cancellation: Night Works cancellation must be 24Hrs prior to Ex Depot time. A minimum 8 Hours Labour charges will apply per person. A Day Works cancellation fee of minimum hire shall be charged if less than 2 hours' notice is given before "ex depot" time.

13. Living away Allowance: All accommodation and meals for personnel is to be at no cost to The Contractor. A charge of \$375.00 per person, per night shall be chargeable to The Client for each night an Employee is away from home. Should The Client choose to supply accommodation (Single room per man) and meals a \$125.00 per person, per night LAFHA allowance is applicable.

14. Security: It will be the hirers' responsibility to provide security of crane when left on-site overnight, or where the works are unattended, and make good any costs for damage due to vandalism and malicious acts to our equipment.

15. Breakdowns: All supply of cranes and equipment is subject to availability at time of request. Should any unit be unable to work due to breakdowns, the period of time the unit is unavailable shall not be chargeable and shall be deducted from the minimum hire, however The Contractor does not accept liability for consequential delays due to breakdowns of equipment.

16. Client Authorisation: Client authorisation (purchase order) is to be provided prior to dispatch of services. The lack of notation of the customer's order number on any invoice does in no way limit the liability to pay the said invoice by the due date. Should this account exceed the terms of trading, and the debt is sent to a recovery agency all collection costs will be charged to this account the signature on work dockets implies work has been carried out to the total satisfaction of the hirer, even signed by his agent, and shows agreement of the times recorded therein.

17. Enterprise Agreement Customers: All crane and labour rates listed above will incur an additional \$10.00 per hour charge with The Contractor reserving the right to on-charge or recover any additional site specific bridging charges (should they apply) to ensure compliance.

18. Additional charges may apply if unloading or loading on site is delayed for more than one hour.

19. All cranes are subject to availability at time of request.

20. Terms: Strictly payable within 7 days from receipt of invoice, or 30 days from end of month, subject to account being established.

21. Quoted prices are GST Exclusive with charges to apply on a depot-to-depot basis and with quoted rates considering work taking place during normal working hours, weekdays.

22. A 15% fuel levy will be added to all plant, equipment, and labour components at invoicing stage. (Subject to change)