

TRADING TERMS & CONDITIONS

General Conditions Applicable to All Hire

The ownership of the goods hired shall remain with the

Owner at all times and the Owner reserves the right to re-enter the client's premises at any time to inspect or recover the goods as the owner, in its absolute discretion, considers appropriate.

1. In these conditions and in the order "Owner" means THOMASCON PTY LTD Trading as REBEL CRANES and it assigns and 'Client' means any person, company, corporation, or government instrumentally (Including the personal representatives and permitted assigns and any person or corporation entitled or required by law to administer the Clients affairs) who should hire any equipment from the Owner "Goods" means all wares merchandise, plant and machinery, articles of any description, and includes packages, crates, cases and contents thereof of whatsoever kind.
2. The Owner shall have full liberty to arrange with any other person or company to undertake the Owners obligation Under the 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.
3. The Owner shall not be responsible for any delays inconvenience or loss of any kind whatsoever incurred by the client due to any accident breakdown or defect in the equipment or any part thereof or from any other cause whatsoever.
4. The client shall be solely responsible for and shall bear without any claim or entitlement to contribution or indemnity from the Owner all or any liability with respect to any action, claim, suit, demand, costs and expenses whatsoever which, or which but for this condition may arise from any cause whatsoever and whether in relation to injury or damage to person or property as a result or consequences of the Owner carrying out this contract and whether caused by any defects or inherent vice in the goods or by any act omission default or negligence of the Owner or otherwise.
5. Unless otherwise agreed in writing to the contrary the Client will pay the hiring charges at the rate referred to in the Owners price list current at the time at which the hiring commences, calculated on the time from which the equipment leaves the Owners depot until it returns to such depot.
6. Terms of payment. Unless a credit application has been previously agreed in writing, charges are due and payable at the date of invoice. Interest will accrue at 10% per annum on unpaid accounts
7. Where erection and/or installation is undertaken by the Client, it shall be the Clients responsibility to obtain the necessary approvals, permits and consists of all government, local and other authorities. The Client shall be responsible that the equipment is used strictly in accordance with all applicable regulations and as required by any inspectors of such authorities.
8. Where erection and or installation of equipment is undertaken by the owner, it shall be the Clients responsibility to obtain the consent of the appropriate authorities. It shall be the Clients responsibility to ensure that the equipment is used strictly in accordance with all applicable regulations and as required by any inspectors of such authorities. in the event of any such authorities, subsequent to the initial approval, requiring further safety measures, provisions of the same shall be at the Clients expense.
9. When a driver or operator is supplied by the owner to work the plant, he shall be under the direction and control of

the Client. Such drivers and operators shall for all purposes in connection with their employment in the working of the plant be regarded as the servants or agents of the Client who alone shall be responsible for all claims arising in connection with the operation of the plant by the said drivers or operators. The Client shall not allow any other person to operate such plant without the Owners previous consent to be confirmed in writing.

Conditions Specially Applicable to Crane and Vehicle Hire

10. The Owner is not a common carrier and does not accept the obligations or liability of common carriers. The Owner may refuse the handling, lifting and/or carriage of goods for any person of any class of goods at its discretion and without being bound to give any reason for such refusal.
11. The Owner shall not be liable for any loss or damage of any kind whatsoever caused to the Client or to the property and/or goods of the Client whether such loss or damage was caused by any acts defaults or negligence on the part of the Owner or otherwise. All goods are handled, lifted and or carried entirely at Clients risk.
12. **The Client shall declare the weight of the goods and the owner will rely on such declared weight when arranging for handling, therefor the Client shall be responsible for all extra costs and risk incurred by the owner and for any and all damage sustained by reliance on the declared weight. The Client shall disclose to the Owner the nature of the goods to be handled, lifted and or carried.**
13. Insurance of the goods will not be affected by the Owner for the benefit of the hire except on the express written instructions of the Client and then only at his expense
14. Goods of a noxious, inflammable, hazardous, dangerous, or explosive nature shall not be tendered to the Owner without prior full disclosure of the nature of the goods and may be handled, lifted and or carried only by special agreement. If any such goods be tendered otherwise the Client shall be liable for any loss or damage occasioned either directly or indirectly to the Owner.
15. Where a vehicle or equipment is delayed by any cause beyond the control of the Owner or where the delay is caused by the Owner obeying instructions given by the Client or his representative the cost of such delay at current hire rates shall be to the Clients account. Where a vehicle is bogged whilst obeying such instructions, the cost of recovering the vehicle from the bog shall also be to the Clients account.

Conditions Applicable to Other Plant Hire

16. Goods hired have been inspected by the Client and are accepted in good working order and condition.
17. The Client shall not make any alteration or addition to the equipment or any part thereof and shall be solely responsible for and bear without any claim or entitlement to contribution or indemnity from the Owner all or any liability with respect to any action claim suit demand loss damage and expenses whatsoever which, or which but for this condition may arise out of injury or accident to person and or any property whatsoever caused by or resulting from the said equipment and or usage to which it may be put by the Client or its servants or agents or any other person whether authorised by the Client or not.
18. The Owner reserves the right to terminate the hire at any time by notice in writing the Client and it shall be lawful for the Client for the Owner to retake possession of the said equipment