



**MINI CRAWLER CRANE SPECIALISTS**

**Australia Wide**

**0407 593 377**

**Benlinc Cranes Pty Ltd**  
**Factory 1, 4 Frederick Street**  
**SUNBURY VIC 3429**  
**Phone: 0407 593 377**  
**info@benlincrcranes.com.au**  
**www.benlincrcranes.com.au**  
**ABN 97 144 487 687**

**1. Hire**

- The owner agrees to hire to the Hirer a mobile crane as per quoted.

**2. Payment**

- The quoted and invoiced total to be paid by the Hirer by the due date as agreed upon by the Hirer.
- An 8 hour minimum applies to hire charged Mon-Fri and 4hr minimum applies to Sat-Sun.
- Late payments shall incur interest charges of 5% per month until payment in full is received by the owner.
- Where the Hirer disputes any invoice the Hirer shall notify the Owner within 5 days of the date of invoice otherwise it will be decided that the Hirer has accepted the charge in the invoice.
- Where transport of machinery is applicable these costs will be on charged to the Hirer.
- Where the owner agrees to the Hirer request to pay the Owner's employees additional remuneration during the hire of the Crane or Labour, the cost to the Owner of such additional remuneration (including on costs) shall be done by the Hirer and shall be charged to the Hirer in additional to the rates of hire in this clause.

**3. Period of Hire**

- If a crane is left on site and cannot be picked up and transported back to depot by the Owner or the Hirer a stand down rate will be charged until the crane is made available for pick up.

**4. Full Hire**

- Subject to these terms and conditions if the crane is hired on a Full Hire agreement this means that the crane is hired on terms that the Owner provides the crane driver and dogman and any other employees required by law with the crane and that the Owner also provides fuel oil for the crane and attends to everyday running repairs.
- The Owner will supply with the crane a standard selection of slings and no responsibility is accepted by the Owner for loss or delay if these are found to be unsuitable for the purpose required.
- Lifting lugs shall be provided by the Hirer for the purpose of lifting loads otherwise an appropriate engineering diagram incorporating load hirer instructions shall be made available. Any additional costs for the lifting loads will be met by the Hirer.

**5. Dry Hire**

- Subject to these terms and conditions if the crane is hired on a Dry Hire agreement this means that the crane is hired on terms that the Hirer provides the crane driver and dogman and any other employees required by law with the crane. The Hirer shall supply the necessary operator and dogman with the appropriate certificate and licenses and pay the wages incurred by such party.
- At the Hirer's expense service, clean and maintain the machine in good and substantial repair and condition, reasonable wear and tear excepted and supply all fuel, oil and grease necessary for operation service and maintenance of the machine.
- Clean the machine upon completion of the hire period or be charged a cleaning fee and repainting fee is necessary for any repainting required by the Owner.
- The Hirer shall accept full responsibility for the safe keeping of the machinery and shall indemnify the Owner for all loss of or damage to the machine or equipment supplied however caused.
- The Hirer is responsible for inspecting the machinery upon delivery.
- The Hirer shall not in any way part with possession of the machinery, nor assign this hire agreement nor remove the machinery from the site in which works are to take place without prior consent of the Owner.
- The Hirer at his own expense shall maintain an Insurance Policy acceptable to the Owner, covering the equipment for the duration of the hire period. The sum insured on the Policy shall be the current market value of the equipment at the time of hire. This term of the agreement can be negotiated with the Owner prior to commencement of hire.
- The Hirer's Insurance Policy COC should be made available to the Owner upon request.

**6. Use and Handling**

- The employees of the Owner shall comply with all reasonable lawful directions given by the Hirer as being necessary for the hire unless such a direction is in breach of this agreement or is unlawful.
- The Hirer shall not direct or permit any other person to operate the crane or use associated equipment without permission of the Owner.
- The Hirer shall not use the machinery, or permit the machinery to be used, to lift any load which is beyond the rated hirer capacity of the machine or for any purpose other than that for which it is expressly hired.
- The Hirer warrants that the weight of the object or objects to be lifted in any one lift and the radius of the proposed lift measured from the radial point of the crane will not exceed the limits stated in the attached. Where the weight of the lift approximates the maximum lifting capacity of the crane, the Owner reserves the right to have the weight of the proposed lift confirmed on a certified weighbridge with the associated costs being met by the Hirer.

**7. Site Conditions and Access**

- The Hirer is responsible for ensuring that the ground at the site of works is adequate to support the crane/machinery under its wheels/outriggers.
- The hirer is responsible for ensuring that the ground giving access to the site is stable and firm and of gradient no steeper than 1 in 10. The Hirer shall ensure that clearance of 3.5m is afforded in respect of all overhead wires, and that footpaths, kerbs and channels are suitably planked. Should the crane require to be towed onto or out of a site the cost shall be additional to the rate quoted and the quoted additional amount shall be met by the Hirer
- All road surfaces, access and egress to Hirer's sites shall be clear of obstacles at all times to allow safe movement of the hired machinery. Damage or salvage costs involving the hired machinery shall be responsibility of the Hirer.

## **8. Liability for Damages**

- The Hirer shall be responsible for and will save harmless and indemnify Owner in respect of all loss or damage whatsoever including the cost of repairs suffered or incurred by Owner arising out of or in respect of any breakdown or damage to the crane where such breakdown or damage is caused by any negligent act or omission of misdirection or misuse of the crane on the part of the Hirer or the Hirers servants, agents, contractors or subcontractors and in particular the Hirer shall be responsible for the payment of hire at the appropriate standby rate during site period the crane is necessarily idle as a result of any damage or breakdown of the crane.
- The Hirer shall be solely responsible for and will save harmless and indemnify the Owner in respect of all damage which may be caused to any underground or overhead services, footpaths, driveways, grounds, lawns, fences, structures or any other property whatsoever by the use of the crane whilst on hire to the Hirer including any damage caused by the crane whilst entering or leaving the site or manoeuvring whether on or off the site or otherwise.

## **9. Notice of Accident**

- If the crane is involved in injury to any person or damage to property, the Hirer must give immediate notice to the Owner in writing in accordance with clause 16.

## **10. Indemnity**

- The Hirer will indemnify and keep site Owner from and against all or any liability which the Owner may incur or for which the Owner may become liable for or in respect of loss, damage or injury to any person or property arising out of or in connection with the use of the crane whether for negligence, breach of statutory duty, nuisance or otherwise.

## **11. Insurance**

- It shall be the Hirers responsibility to insure any articles to be lifted by the crane within the confines of the Hirer's parameters of site.
- It shall be the Hirers responsibility to insure the Owners crane and any other machinery left on site overnight or other extended period and to ensure that the Owner's interest is noted on the relevant policy.
- The owner may require the Hirer to provide copies of the insurance policy. Where such a request is made the Hirer will provide a copy of the policy within 24 hours of such request.

## **12. Not To Part with Possession**

- The Hirer shall not sublet or otherwise part with possession of the crane or machinery or any part thereof to any third party without prior written consent from the Owner. The Hirer, at the Hirers own expense, shall protect and defend the Owner from all claims and legal processes of creditors of the Hirer and shall keep the crane and any part thereof free and clear of any such claims.

## **13. Owner Not To Be Liable**

- Under no circumstances whatsoever shall the Owner be liable whether in contract or tort or otherwise at law or equity for any direct, or consequential loss or damage arising out of any breakdown or stoppage of the crane or out of the delayed arrival or non-arrival of the crane at the job site or otherwise arising out of or in connection with the hiring of the crane to the Hirer.
- The Owner shall not be responsible, whether in contract or tort or otherwise at law or equity for any loss or damage arising out of any stoppages or delay occasioned by any cause including but not limited to weather conditions, ground condition, strikes and industrial disputes.

## **14. Site Amenities**

- The Hirer shall be responsible for the provision of amenities and first Aid services to Owners employees in compliance with the relevant awards, certified agreements, Australian Workplace agreements or Health & Safety legislation in operation in the State where the work is undertaken.

## **15. Hirer Acquires No Property**

- The Hirer acknowledges that it has not acquired any right of the property in the crane and its ancillary machinery and equipment and will not hold itself out or permit itself to be held out as having the crane in its apparent ownership or disposition.

## **16. Notice**

- Any notice to be given or served by the Owner or Hirer on the other shall be in writing signed by an authorised officer of the party giving the notice and may be served by certified mail to the stated address.

## **17. Entire Agreement**

This agreement shall constitute the whole of the contract between the Owner and the Hirer and supersedes previous agreements and arrangements whether in written, oral or implied relating to the hire of a crane by the Hirer. All such agreements shall be deemed to have terminated by mutual consent and effect from the date of this.