

Terms and Conditions

1. In these Conditions:

"Contractor" means Andrews Crane Hire and includes its subcontractors, servants and/or agents. "Goods" means all wares, merchandise, plant & machinery and articles of every kind & description, including packages, crates and contents thereof, of whatsoever kind. "Client" means and includes the person requesting the contractor to carry out work and any person tendering goods for handling, lifting and/or carriage.

2. The contractor is not a common carrier and does not accept the obligations or liability of Common Carriers. All work is performed by the contractor subject only to these conditions of contract and the contractor reserves the right to refuse handling, lifting and/or carriage of goods at its discretion and without being bound to give a reason for such refusal.

3. The contractor shall have full liberty to arrange with any other person, firm or company to undertake the handling, lifting and/or carriage of goods. Such person, firm or company and his or its servants and agents shall be entitled to the benefit of these conditions to the same extent as the contractor, insofar as it may be necessary to ensure into this contract for its own benefit and also as agent for the subcontractor, its servants and agents. The client must substantiate any reason for refusal to accept any subcontractor should this situation arise.

4. All goods are handled, lifted and/or carried entirely at the client's own risk. The contractor shall not be responsible in tort or contract or otherwise for, any loss or damage to or deterioration of goods, misdelivery or failure to deliver, delay in delivery whatsoever occasioned including, without limiting the foregoing, the negligence or wilful act or default of the contractor or others and whether or not the same occurs in the course of performance by the contractor or in the events which are in the contemplation of the contractor and/or client or in events which are foreseeable by them or either of them or in the events which would constitute fundamental breach of the contract or breach of a fundamental term thereof.

5. It is agreed that the person supplying goods to the contractor for handling, lifting and/or carriage is authorised by the client to acknowledge application of these conditions of contract.

6. The client or his agent shall not tender for handling, lifting and/or carriage any explosives, inflammable or otherwise dangerous or damaging goods without presenting a full description disclosing their nature. Such goods may be handled, lifted 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 contractor.

7. The client shall declare the weight of the goods and the contractor will rely on such declared weight. Therefore the client shall be responsible for all extra cost and risk incurred by the contractor and for any and all damages sustained by reliance on the declared weight, if the weight declared is found to be wrong. The client shall disclose to the contractor the nature of the goods to be handled, lifted and/or carried.

8. Insurance of goods will not be effected by the contractor for the benefit of the client except upon the express written instruction of the client and then only at his expense. To do this the contractor requires an accurate description, including age and value, of the goods and reasonable time to carry out the instruction on each occasion.

9. The client will be and will remain responsible to the contractor for all its proper charges incurred in respect of the handling, lifting and/or carriage of goods.

10. Charges will be computed from the time the unit leaves the depot of the contractor until the time it returns to the depot, at the rate applicable to the unit and all hours shall be calculated to the nearest half hour.

11. The contractor 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 vehicle or any part thereof or from any other similar cause over which the contractor has no complete control.

12. The contractor shall be entitled to charge service charges at the usual rate for any time during which the vehicle is delayed either in travelling to and from or at the site at which the client desires the vehicle to operate so long as such delays result from any cause beyond reasonable control of the contractor.

13. The client shall be responsible to pay for all delays caused by the contractor obeying any instructions given by the client or his representative, including delays by any bogging or breaking down of the vehicles resulting from such instructions. Such delays shall be charged at the contractor's usual rates and shall include the recovery of vehicles from being bogged.

14. Notwithstanding anything herein contained, the contractor shall continue to be subject to any implied warranty provided by the *Competition and Consumer Act 2010* Cwth, if and to the extent that the said Act is applicable to this contract and prevents the exclusion, restriction or modification of that warranty.

15. The client shall indemnify the contractor (and keep indemnified) against all actions, demands, claims and/or suits, against the contractor arising from or associated with this hire agreement, whether caused by acts of negligence or defaults by the contractor or otherwise.