

Client Details			
Company Name:			
Company Address:			
Accounts Payable Contact:		Phone No:	

Machine Description	Serial No.	Commencement	Duration	Rate

Summary of Conditions of Hire					
Condition	Dunstans	Client	Condition	Dunstans	Client
Mobilisation	No	Yes	Demobilisation	No	Yes
Hire rates based on Minimum Hours-see Item 5		MINIMUM 40 hrs per 5 day WEEK -	Protective Equipment	Yes (if Wet Hire) No (if Dry Hire)	No (if Wet Hire) Yes (if Dry Hire)
Minor Repairs	No	Yes -up to \$2500	Fire Extinguisher, Flashing Light	Yes	No
Major Repairs	Yes	No	G.E.T	Yes (if Wet Hire) No (if Dry Hire)	No (if Wet Hire) Yes (if Dry Hire)
Daily Inspection & Servicing	No (if Dry Hire)	Yes (if Dry Hire)	Communication Equipment UHF	Yes	No
Oil & Consumables	No (if Dry Hire)	Yes (if Dry Hire)	Undercarriage (% wear) See Item 35.	Yes (if Wet Hire) No (if Dry Hire)	No (if Wet Hire) Yes (if Dry Hire)
Fuel	No	Yes	Security	No (if Dry Hire)	Yes (if Dry Hire)
Scheduled servicing	Yes	No	Insurance	Yes	Yes or 8.5% Waiver
Signed Daily Timesheets-	Yes (if Wet Hire)	No (if Dry Hire)	Qualified & Experienced Plant Operator	Yes (if Wet Hire) No (if Dry Hire)	No (if Wet Hire) Yes (if Dry Hire)

Before you sign, please review full Terms & Conditions pages 2 to 4 and exercise your "Theft and Damage Waiver" option

Signed on behalf of the Client/Hirer:

Date: / /

Print Name: _____

Signed on behalf of Dunstans Construction:

Date: / /

Terms & Conditions of Hire:

1. Dunstans agrees to hire the Equipment to the Client at the Hire Rate from the Commencing date for the Period and the Location as set out on Page 1 and subject to these Terms and Conditions of Hire ('this Equipment Hire Agreement').
2. This equipment Hire Agreement is the whole agreement between the parties unless expressly varied in writing by a director of Dunstans.
3. 'Dunstans' means Dunstans Construction Group Pty Ltd ABN 63 081 478 828 and any subsidiary company or business, successor or assignee, and where applicable its sub-contractors, employees, servants and agents.
4. 'Clients' means the person or company named on Page 4 as the Client and includes the person signing any order or this Equipment Hire Agreement on behalf of such person or company. 'Equipment' means the crane or other item of plant and equipment together with the means to transport it and any accessories or other items supplied by Dunstans to the client. 'Goods' means anything handled, lifted or carried or to be handled, lifted or carried under this Equipment Hire Agreement.
5. Quoted Hire Rates are based on minimum periods of hire and hours of usage. See Page 1 for hire specific minimum hours and term detail:
A Week consisting of either 5 consecutive days of 8 hours per day or 7 consecutive days;
A Month based on one calendar month;
A Year based on one calendar year
Additional usage above the hours stated will attract increased Hire Rates on a pro-rata basis.
6. Dunstans may sub-contract the hire of the Equipment and if it does so these terms and conditions apply equally to the benefit of any such sub-contractor.
7. Dunstans will endeavour to have the Equipment available at the Commencement Date and for the Period. The Client agrees that Dunstans will not be liable for any loss or damage (nor shall this Equipment Hire Agreement be affected by) any delay or failure in delivery or failure of the Equipment during the Period of Hire.
8. The Client is required to provide a person holding a dogging or rigging certificate issued by an appropriate state authority at the point or each lift.
9. The Equipment shall be used by the Client at the location.
10. All Hire Rates **exclude** GST, 8.5% damage waiver on dry hire plant, which will be charged to the Client on invoicing.
11. In addition to the quoted Hire Rates the Client shall pay any special site, meal and/or living allowances relevant to the Location and any special fees and permits required for the transportation of the Equipment and the Hire Rates for any special Equipment and/or lifting gear in the Schedule.
12. All amounts payable under this Equipment Hire Agreement are payable in full 30 days from date of invoice. Interest at the rate 4% higher than the rate fixed from time to time under the Penalty Interest Rates Act is payable by the Client on any amounts not paid within such period.
13. Dunstans may terminate this Equipment Hire Agreement, without prejudice to any rights arising prior to such termination, as follows:
 - At any time immediately and without notice if the Client breaches this Equipment Hire Agreement or in the opinion of Dunstans endangers the Equipment or if the Client in the opinion of Dunstans is or may be insolvent (which shall be deemed to have occurred if any application is made to wind up the Client or any step preparatory thereto is taken), a controller is appointed or the Client otherwise is externally managed or controlled or ceases to carry on business. Upon such termination the Client appoints Dunstans or its agent to enter into any premises where the Equipment is located and to collect the Equipment at the Client's cost and expense, provided that if for any reason Dunstans is unwilling to collect such Equipment the Hire Rate shall continue to apply until the actual recovery of the Equipment by Dunstans and its return to Dunstans premises.
14. The Client agrees that Dunstans is not liable to the Client for any loss or damage suffered by the Client or by any other party directly or indirectly arising out of this Equipment Hire Agreement; whether arising as a result of the negligence of Dunstans, its employees, servants and agents, or otherwise and all warranties and conditions implied by law or statute are to the maximum extent permitted by law excluded from this Equipment Hire Agreement. To the extent that such warranties and conditions are unable to be excluded or negated then the liability of Dunstans is absolutely limited to either the re-supply of the Hire of the Equipment or the amount due to Dunstans under this Equipment Hire Agreement for that part of the Period of Hire to which the loss or damage relates at the option of Dunstans.
15. No waiver, granting of time or other indulgence shall affect the rights of Dunstans under this Equipment Hire Agreement notwithstanding any rule of law or equity to the contrary.
16. This Equipment Hire Agreement is governed by the laws of Victoria and it is agreed that, notwithstanding the place of execution, it is deemed to have been entered into in Victoria and the Client agrees to institute any proceedings in the State of Victoria.
17. All Equipment Dry Hired shall be subject to a Plant Risk Inspection ('On-Hire Survey') prior to the start of each Period of Hire, a copy of which shall be provided to the Client whose representative shall certify its accuracy. At the end of the Period of

HIRE AGREEMENT

Hire the equipment will be subject to a further Plant Risk Inspection ('Off-Hire Survey'), which shall be certified by the Client as accurate. Notwithstanding clause 6, the Period of Hire is deemed to continue until the Client accepts the Off-Hire Survey. Such surveys shall be determinative of the condition of the Equipment at the relevant times.

18. The Client shall:
 - A. Supply an appropriately qualified and certified operator of the Equipment at his or her own expense;
 - B. Use the Equipment in a skilful and proper manner and only for the purpose and within the capacity for which it was designed;
 - C. Comply with all statutory and other regulations in relation to the use of the Equipment;
 - D. At its own expense maintains the Equipment in good and substantial repair and condition in accordance with the On-Hire Survey, fair wear and tear expected;
 - E. Promptly enter all usage, maintain and other necessary matters in the log book supplied with the Equipment;
 - F. Immediately advise Dunstans orally of any failure in or damage to the Equipment and within 48 hours provide written confirmation.
 - G. Maintain possession and control of the Equipment throughout the Period of Hire, subject to the rights of Dunstans.
19. The Client shall be responsible for and indemnify Dunstans against any loss or damage to the Equipment through any cause foregone whilst the equipment is unavailable for hire undergoing repairs or otherwise whenever this occurs.
20. No warranty or representation is given by Dunstans as to the performance, state, fitness for the purposes of capacity of the machinery or as to its ability to perform any work for which it has been hired. Any statutory warranty or presentation (expressed or implied) as to the ability, fitness or capacity of the machinery to perform the work for which it has been hired is expressly excluded.
21. Dunstans, or any its officers, servants or agents, shall not be liable to the Hirer in respect of any claims, demands or liabilities of whatsoever nature and howsoever arising incurred directly or indirectly as a result of the use by the Hirer of the machinery. The Hirer releases Dunstans from and agrees to indemnify and does hereby indemnify Dunstans from all such claims, demands and liabilities.
22. The period of hire will commence on the earlier of: -
 - A. The date (if any) shown on this agreement; and
 - B. The date the machinery is loaded for transport at its current location.
23. The period of hire will conclude on the later of: -
 - A. The date (if any) shown on this agreement, and
 - B. The date the machinery is returned in the same condition as existed when hired, fair wear and tear excluded, to or at the direction of Dunstans.
24. No off-hire periods are permitted without the prior written approval of Dunstans.
25. The machinery may not be transported outside Australia without prior written consent of Dunstans.
26. Unless otherwise stated in this agreement, the Hirer shall ensure that the machinery received all maintenance and standard services (standard services occur after 250 hours, 500 hours, 750 hours and 1,000 hours) and will pay for all punctures, tire repairs and minor repairs. All maintenance will be conducted in accordance with the manufacturer's recommendations. Should major repair be required, the Hirer must inform Dunstans which will advise as to the manner in which the repair is to be undertaken.
27. The hirer shall during the period of the hire, pay Dunstans at its address for the time being without previous demand by way of rental for the hire of machinery the sum or sums specified in this agreement at the time and places specified in this agreement at the time and places specified for payment. If the Hirer defaults in punctual payment of any payment to be made by him, becomes bankrupt, enters into any composition or agreement with his creditors or, if a company, enters into compulsory or voluntary liquidation other than for the purpose of amalgamation or reconstruction, or shall otherwise fail to observe and perform the terms and condition of this agreement, then Dunstans may at any time terminate this agreement by notice in writing given to the Hirer and thereupon may retake possession of the machinery. For the purpose, the Hirer authorises Dunstans to enter into or upon any premises where the machinery may be located (or any premises under the control of the Hirer or as agent of the Hirer if the goods are stored at such premises) and use reasonable force to take possession of the goods without liability for the tort of trespass, negligence or payment of any compensation to the purchaser whatsoever. The termination of this agreement pursuant to this clause shall not prejudice the right of Dunstans to recover from the Hirer any amount due to Dunstans under this agreement or damages for breach of this agreement. If Dunstans terminate this agreement pursuant to this clause, the Hirer shall pay to Dunstans within seven (7) days from the date of termination the amount which would have been payable by the Hirer to Dunstans pursuant to this agreement (if the agreement had not been terminated) less any sum already received by Dunstans.
28. At the conclusion of the hire period, any loss or damage to the machine sustained during the hire period will be the responsibility of the Hirer. Any costs to bring the machine back to the Pre-hire condition will be on-charged to the Hirer. The Hirer will also thoroughly clean the machinery and, in default of its obligation pursuant to this clause, acknowledge and agrees that Dunstans will clean the machinery at a cost of \$85.00 per hour + GST, payable to the Hirer.

29. Unless otherwise stated in this agreement, during the period of hire, the Hirer will comprehensively insure the machinery for an amount not less than the amount shown in this agreement, for the following risks: -
- A. Damage to the machinery;
 - B. Third party property damage;
 - C. Public liability insurance for an amount of not less than \$10m.
30. So far as the obligations of the Hirer are concerned, time shall be of the essence of the agreement.
31. Notwithstanding any other clause, if the Hirer elects to take the benefit of the Theft and Damage Waiver Option, Dunstans agrees to waive its right under these conditions to claim from the Hirer any sum of money in excess of a specified portion of the market value of the machinery as nominated by Dunstans (if not otherwise specified, the sum of debt) arising from any loss, destruction of or damage to the machinery which is caused by fire, storm, earthquake, collision accident, theft or burglary PROVIDED THAT in the case of theft or burglary the Hirer has supplied to Dunstans satisfactory evidence that the Hirer has properly reported the theft or burglary to the police. This waiver shall not apply to loss or damage to the machinery in the following circumstances.
- A. Loss or damage resulting from overloading, exceeding rated capacity misuse, abuse or improper servicing of the machinery;
 - B. Loss or damage due to mysterious disappearance of the machinery;
 - C. Loss or damage caused by misappropriation or wrongful conversion of the machinery by the Hirer;
 - D. Loss or damage caused by the use or operation of the machine in contravention of any of the conditions on this agreement;
 - E. Damage to tires;
 - F. Glass breakage;
 - G. Loss or damage caused by exposure to any corrosive substance (e.g. Caustic substances, cyanide, salt water, acid or other hazardous or toxic materials).
32. The Hirer acknowledges that Dunstans has not represented itself to the Hirer as a person carrying on the business of insurance.
33. All fuel and oil costs (including that required for services pursuant to this agreement) will be paid by the Hirer.
34. Dunstans, at the cost of the Hirer, will obtain all necessary permits, consents or approvals to enable the machinery to travel by road.
35. *UNDERCARRIAGE WEAR. Prior to hire, Dunstans have the right to initiate an "Undercarriage Wear Report" by an Independent Caterpillar dealer. The undercarriage wear will be re-measured at the end of the hire period by the Caterpillar dealer and the track wear during the hire period will be charged out according to the percentage wear by the "current market" track wear replacement cost.*

THEFT & DAMAGE WAIVER

When you hire Machinery from Dunstans we need to ensure that our equipment is protected against loss or damage while it is on hire to you. Our Theft and Damage waiver is similar to a hire car agreement.

OPTION 1 -Dunstans Insure:

You may pay our damage fee 8.5% and we will cover the machinery against loss or damage. A reduced excess of \$10,000 + GST applies for each and every claim. This waiver does not imply unreasonable circumstances, which include the following:

- A. Loss or damage due to mysterious disappearance or where reasonable care has not been taken to protect the equipment.
- B. Loss or damage resulting from misuse, abuse, overloading or exceeding the rated capacity of machinery.
- C. Damages cause to the equipment by exposure to any corrosive substances.
- D. Damages to tires, glass and ropes other than fair wear and tear, will be charged to the hirer's account (**Note:** All ropes are visually inspected prior to commencement of the hire period and are inspected upon return to our nominated depot).
- E. Loss or damage to accessories such as, air conditioning, batteries, mirrors, etc.
- F. Loss or damage occurring whilst equipment is being operated over water (special insurance needs to be taken for these occasions).
- G. Loss or damage arising from all third parties claims in respect of the hire or use of the equipment.

Select Option 1

☐**OPTION 2 - Client Insures:**

You may insure our machinery for the duration of the contract hire period. If you choose this alternative, you must insure the machinery for not less than the value nominated by us on the hire agreement and you will forward to Dunstans a policy or certificate of currency that reflects the actual details of the machine & Dunstans as the nominated insured.

Select Option 2

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Special Note: Dunstans **DO NOT** provide you with insurance cover or Public Liability (damage caused by you or other people on the property), nor do we provide you with insurance for goods on the hook.