



Unit 45 /93 Wells Rd
Chelsea Heights 3196



Tel: +61 409 774 668
Fax: +61 399 236 906



admin@acarigging.com
www. acarigging.com.au

CONDITIONS OF HIRE

NOT WITHSTANDING anything contained in or set on the face hereof the hiring referred to on the face hereof and the accompanying docket shall be subject to the following terms and conditions:

1. In these conditions:
“The Company” means “ACA Rigging & Crane Hire (Vic) Pty Ltd” and includes any sub-contractors, servants and/or agents of the said “ACA Rigging & Crane Hire (Vic) Pty Ltd”. “The Hirer” means and includes the persons shown on the face hereof and accompanying docket as being the Hirer of the crane and includes such persons, contractors, servants, agents and/or other persons claiming through under or in trust for such person. “The Goods” means all wares, merchandise, plant, machinery, articles of every kind and description and includes packages, rates, cases and the contents thereof whatsoever the kind.
2. Unless otherwise agreed in writing to the contrary the Hirer will pay the hiring charge at the rate referred to in the Company’s price list current at the time at which the hiring commences, calculated on the time from which the said crane leaves the Company depot until it returns to such depot.
3. These charges and any other money payable hereunder shall be paid by the Hirer to the Company in full within 21 days of the Company’s invoice (or as stated on the invoice) for such charges having been submitted to the Hirer at his address on the face thereof.
4. The time herein before stated within which the Hirer is to pay the hiring charges shall be of the essence of this agreement.
5. The Hirer hereby charges the land upon which the service is provide or work carried out and other land owned or in the future acquired by the customer from time to time and the Hirer agrees immediately upon being required so do by the company to enter onto a mortgage to be prepared by the companies solicitors on the terms and conditions as the company solicitor shall think fit to secure any sum due hereunder and the Hirer further agrees and authorises the Hirer to register a caveat over any land now owned by the Hirer or in the future acquired by the Hirer to secure any sum hereunder at any time during the continuance of the agreement.
6. The Company shall not be responsible for any delays, inconvenience or loss of any kind whatsoever incurred by the Hirer due to any accident or breakdown or defect in the crane or any part thereof or from any other cause whatsoever.
7. The Company shall have the right to refuse the handling, lifting and/or carriage of any goods or any class of goods without being bound to give any reason for such refusal.
8. The Company shall not be liable for any loss or damage of any kind whatsoever caused to the hirer or to property and/or goods of the Hirer whether such loss or damage was caused by any acts defaults or negligence of any goods or any class of goods without being bound to give any reason for such refusal.
9. The Company shall have the liberty to arrange with any other person, persons or corporation to undertake the Company’s obligations under this agreement for such time and on such condition as the Company thinks fit and any such other person, persons or corporation shall as against the Hirer be entitled to the benefits of these conditions to the same extent as the Company.
10. The Company shall not be responsible to effect any insurance on the goods being handled, lifted and or carried by the crane except upon the written instructions being received by the Company within a reasonable time prior to such handling, lifting or carriage so as to enable the Company to effect such insurance. Such written instruction shall be deemed to have been given by the Hirer or received by the

Company unless such instructions include a declaration of the value of the goods being handled. In any event such insurance being arranged by the Company shall be effected at the expense of the Hirer.

11. The Company shall be entitled to charge hiring charges at the rate referred to above for any time during which the crane is delayed either in travelling to or from or from or at which the Hirer desires the crane to operate so long as such delays result from any cause beyond the reasonable control of the Company.
12. The Company is not a common carrier and does not accept the obligations and liabilities of common carriers.
13. All goods are lifted and handled entirely at the Hirer's risk.
14. The Hirer shall not request the Company to handle, lift and/or carry any goods of a noxious, inflammable, hazardous, dangerous or explosive nature without having first disclosed to the Company the nature of such goods and such goods shall not be handled, lifted and/or carried by the Company under the terms of this Agreement except on the consent in writing of the Company first had and obtained. Such consent shall be signed by a reasonable of Officer of "ACA Rigging & Crane Hire Pty Ltd" and the Company shall not be responsible for any loss, damage or injury which is sustained by the Hirer or any other person in the event of the Hirer being in breach in any way of the terms of this condition and the Hirer shall indemnify and keep indemnified the Company against any actions, suits, demands, claims, damages or loss sustained by the Company either directly or indirectly as a result of any breach by the Hirer of this condition.
15. The Company shall have the right at any time to request the Hirer to declare the weight of the goods to be handled, lifted and/or carried and where the Hirer has declared such weight as a result of such request for otherwise then the Company shall be entitled to rely upon such declared weight being correct and the Hirer shall be responsible for all extra costs, risk, loss and/or damage occasioned directly or indirectly to the Company by reason the Company having relied upon such weight in event of it being shown that the weight declared was incorrect.
16. The Hirer shall be responsible to pay for all delays caused by the Company obeying any instructions given by the Hirer including delays by any bogging or breakdown of the crane resulting from such instructions. Such delays shall be charged by the Company as a hiring charge at the rates set out above.
17. The Hirer shall indemnify and keep indemnified the Company against all actions, demands, claims, suits, loss and/or damages sustained by the Company as a result of any damages caused to the person other than the Hirer as a result of the Company carrying out this agreement whether caused by any acts, defaults or negligence of the Company or otherwise.
18. The Hirer shall be responsible for the provision and maintenance of hard stands acceptable to the Company.
19. Any notices or requests of any kind required to be given by any party hereto under the terms of this Agreement shall be faxed and/or deemed to have been properly given if posted by prepaid post addressed to the person to whom such notice or request shall be deemed to have been received by such person within 24 hours of such posting.