



PO Box 421 Marden South Australia 5070 Tel. (08) 8347 7333 Fax. (08) 8347 7554 admin@citycranetrucks.com.au www.citycranetrucks.com.au

## **DOUBLE B PTY LTD TRADING AS CITY CRANE TRUCKS TERMS AND CONDITIONS OF HIRE**

1. The following Terms and Conditions relate to the Contractor being Double B PTY LTD trading as City Crane Trucks and its subsidiary companies and its sub-contractors, servants and agents.
2. The Customer means the person, corporation, business or instrumentality described on the face hereof.
3. The equipment means the plant and equipment described on the face hereof together with all parts and accessories attached thereto or used in conjunction therewith.
4. The Customer shall observe and comply with all acts, ordinances, rules, regulations, by laws and proclamations and requirement of any statute, authority and the Contractor in relation to the manner of the operation of the equipment and shall indemnify the Contractor from and against all claims for loss, damage, death or injury arising in breach thereof.
5. The Customer shall use the equipment for the work for which it was hired and not otherwise and not exceed its rate capacity. The Contractor shall have the right to determine the type of operation of the equipment and to terminate the hire at any time without compensation to the Customer in the event that the contractor should determine the working Conditions or operation to be unsafe, impracticable or risky.
6. The Contractor shall not be liable to the Customer for any loss or damage by reason of late delivery or breakdown of the equipment but the Contractor will use its best endeavour to minimise any such delay.
7. The Customer shall keep the Contractor indemnified against any loss or damage to the equipment whilst the equipment is on hire or in the custody of the Customer, his servants or agents or sub-contractors, fair wear and tear exempted
8. The Customer shall keep the Contractor indemnified against any claim for loss, damage, death or injury caused by the use and operation of the equipment except that the hirer shall not be required to indemnify the Contractor in respect of any such loss, damage, death or injury when the same was caused by or arose from the negligence or the Contractor.
9. The Customer acknowledges that the rates of hire do not include any provision for insurance for or on behalf of the Customer.
10. When the equipment is a goods carrying vehicle the following conditions apply:
  - The term 'hire' shall mean and include the carriage of goods.
  - The Contractor is not a common carrier and will accept no liability as such and reserves the right to refuse carriage of goods for anyone and the carriage of any class of goods and will not carry goods except upon the terms and conditions herein stated.
  - The Customer shall not tender for carriage any explosive, flammable or damaging or dangerous goods without furnishing to the Contractor a full description of those goods and in default of doing so, the Customer will indemnify the Contractor against any loss, damage, death or injury caused by such goods.
  - All goods are handled, lifted and carried entirely at the risk of the owner of the goods and the Contractor shall not be liable for any loss or damage arising from the negligence of the Contractor.
  - Insurance of the goods will not be effected by the Contractor for the benefit of the Customer except upon written request of the Customer and then only at the expense and declared value of the Customer.