



TERMS AND CONDITIONS MANNED EQUIPMENT SERVICES AND UNMANNED HIRE

1. Glossary

1.1 In these terms and conditions each of the words mentioned herein shall have the meaning respectively set opposite the same, namely:

- a) "CAWA" shall mean Crane Association of WA Inc. including any of its subsidiary companies or trading divisions.
- b) "Customer" means any person firm or corporation who requests the provision of the Service from CAWA.
- c) "CAWA Equipment" means any equipment provided by CAWA used to facilitate the rendering of a Service.
- d) "Indemnify" whenever hereinafter it is prided that the customer shall indemnify CAWA then indemnity to provided shall be full and complete indemnity for loss of and/or damage to the equipment and from and against liability in respect of the particular claim or demand referred to and against costs and other expenses incurred in prosecuting the same.
- e) "Service" means and includes all services and activities undertaken by CAWA for the customer including the provision of Hire of Vehicle Weighing Scales and Associated Components to the Customer.

1.2 Indemnity

- a) The Customer is hereby required to and binds himself to hold CAWA and employees of CAWA indemnified against all claims which may be made against them for damages or otherwise in respect of any loss, damage, death or injury caused by, or in the course, or arising out of rendering of the service.
- b) The Customer is hereby required to and binds himself to indemnify CAWA for loss or damage to CAWA Equipment during the rendering of the service.
- c) Notwithstanding conditions 1.2(a) and (b), the customer shall not be required to provide indemnity in respect of any loss, damage, liability or claim where it can be shown that the same was caused by or arose out of the negligent act of any employee of CAWA.

1.3 CAWA shall have the exclusive right to determine the type of operation in which CAWA Equipment may reasonably be employed and the suitability of CAWA Equipment for the service required and to

terminate the Service at any time and the customer shall not make any claim for damages for delay through the late arrival, breakdown, accident, or termination of the service by CAWA

1.4 In the event that CAWA commenced performing the Service and the Service contracted Is not provided in part or in full for any reason other than default of CAWA, the whole of CAWA charges for the Service are nevertheless payable.

1.5 Unless otherwise agreed in writing the Customer will pay CAWA charges at the rate referred to in CAWA current price list at the time the CAWA Equipment leaves its usual depot.

1.6 The Customer agrees that the Customer is liable for all proper charges incurred in the provision of the Service and it is required to pay the following:

- a) Any amount CAWA is required to pay an employee as an allowance under any Industrial Award or Agreement for travelling to and from the place at which the service is rendered:
- b) Any amount which may be necessary to provide for accommodation of any CAWA employee involved in the performance of the service;
- c) Any amount CAWA is required to pay to have CAWA Equipment transported to and from the premises at which the Service is provided;

2. PLANT and Equipment

2.1 The PLANT is supplied on a bare charter basis in good operating condition.

2.2 Hire rates commence from:-

- a) the time the PLANT is picked up by her the HIRER from CAWA depot and terminates on its return by the HIRER to CAWA depot or

2.3 It is the HIRER'S responsibility to pay all costs of operating and repairs during the hire period including labour, material parts and other items except for normal wear and tear.

Normal wear and tear is defines as the use of the PLANT under normal working conditions with qualified personnel providing proper operation, maintenance and service. If repairs exceeding normal wear and tear are necessary upon return of the PLANT CAWA would make sure repairs and the cost thereof shall be HIRER'S responsibility.

2.4 HIRER will at the HIRER'S expense Indemnify CAWA against all loss or damage or liability whatsoever arising will repay to CAWA the replacement value of the PLANT.

2.5 Robertson's Lifting and Rigging will not be liable for any losses, claims, and or/ arising out of the use or operation of the PLANT during the period of HIRE, except when Robertson's Lifting and Rigging is the HIRER or the USER

Signed for and behalf of HIRER

Crane Association of WA
