



MineworksGroup

Hire & Sales

PRICING AND GENERAL INFORMATION

N.B. This is an abridged version of the Terms and Conditions of Equipment Hire

Refer to the complete unabridged version which can be provided separately

HIRE CHARGES

Charged from the time the equipment leaves our premises to time we are notified equipment has ceased working or returned to depot. Hire charges are for time out, not time used. Hire rates are based on a minimum 8 – hour day and hours worked in excess of this per day are chargeable. Extra shifts worked are chargeable at normal rates (negotiable).

Monthly rate - applicable only for hires exceeding one month duration. No stand downs permitted.

OFF HIRE OR STAND DOWN NUMBERS

When notifying the Owner that the Equipment is ready for collection, the Hirer must obtain an "off hire" number, failing which the Hirer will be deemed not to have notified the owner that the Equipment was ready for collection. If the Hirer wishes equipment to be stood down the Hirer must notify the Owner prior to 10.00am and obtain a stand down number or by other prior arrangements. Failing this the Hirer will be deemed to be using the equipment and a stand down will not be recognised. Stand downs for daily rates only and are subject to prior negotiations.

NOTE: A charge will be made when the hired equipment is used on Saturday and / or Sunday. If it is the Hirer's intention not to use the equipment on the Saturday, then it is the responsibility of the Hirer to notify the Hire Controller on the Friday prior to the Saturday and / or Sunday that the Equipment will not be used. (Refer to the stand down clause) If the Hirer fails to notify, then the rate applicable will be charged.

CARTAGE

Cartage is charged to customers account. Equipment is generally delivered by radio controlled vehicles. Collection of equipment if required is also charged.

SUNDRY CHARGES

Equipment returned in an unclean condition will incur cleaning costs. Equipment is delivered with a full tank of fuel. Fuel tank top-ups will be charged when equipment is returned. Cleaning and unballasting will be charged for if necessary.

Consumables, including ground engaging tools will be charged at the Hirer's expense.

OPERATING INSTRUCTIONS

Can be given by Mineworks Group Hire¹ & Sales experienced and qualified Plant Hand Over Instructors.

RESPONSIBILITIES

It is the responsibility of the Hirer to guard equipment against the theft, damage or negligence until it has been returned to Mineworks Group Hire & Sales. Equipment damaged, stolen or not returned will be charged to the Hirer's account, and the Hirer will remain responsible for the Hire Charges until the equipment is repaired.

THEFT AND DAMAGE WAIVER

As the Hirer, you are responsible for any loss or damage to equipment,

STAMP DUTY

State Government Stamp Tax is charged as an extra on all hire transactions.

GST

In addition to any amount or consideration expressed as payable, Mineworks Group Hire & Sales is required by law to charge GST at the prevailing rate on the supply of goods and/or services under this agreement and recover from the hirer the amount of such GST. Any GST chargeable under this clause is payable by the hirer at the same time as the amount or consideration payable on the supply to which it relates is payable by the hirer.

INSURANCE

The Hirer, at its own expense, shall maintain all appropriate and prudent policies of insurance:

a) for damage to or arising out of the hire of the Equipment in an amount not less than the full new replacement cost of the Equipment except if the Hirer has taken the benefit of the damage waiver option offered by the Owner in which case the Owner's insurance excess will apply and the Hirer's insurance policies need not cover the damage specified in clause 8 of the unabridged version of the terms & conditions

b) for all third party public liability risks in respect of the hire or use of the Equipment by the Hirer in an amount not less than \$5 million.

The Hirer shall provide the Owner with a copy of such insurance policies upon request.

PRICE CHANGES

We reserve the right to change rates at any time without notice. Rates for equipment on hire will not change without notification.

PRIVACY

Mineworks Group Hire & Sales is bound by, and committed to supporting, the National Privacy Principles and the requirements of the Privacy Amendment (Private Sector) Act 2000. The objective of Mineworks Group Hire & Sales is to both support and to ensure that it complies with the National Privacy Principles that form the basis of laws introduced to strengthen privacy protection for the general public.

WARNING

The content of this document is the confidential property of Mineworks Group Hire & Sales and has been prepared solely to provide information to the party to whom it is addressed. Except with its proper written authority, Mineworks Group Hire & Sales strictly prohibit:

1. The copying or reproduction of this document or any part thereof.
2. The disclosure to any other party of any of the contents of this document.

The failure to comply strictly with the requirements of this warning could result in immediate legal action.