

ACTION RECOVERY SERVICES / ACTION CRANES
CONDITIONS OF HIRE

1. In these conditions, Action Recovery Services Pty Ltd and Action Cranes is hereinafter referred to as The Contractor and includes any Sub-Contractors, Servants, and/or Agents of the said Action Recovery Services Pty Ltd. "The Hirer" means and includes the person or entity described in the quotation or the person and/or entity who is the applicant under the Credit Application and/or the Person shown on the face hereof as being the hirer of The Crane. "The Goods" means all Wares, Merchandise, Plant, Machinery, Articles of every kind and description and includes Packages, Crates and Contents thereof of whatsoever kind.
2. The Contractor is not a Common Carrier and does not accept the obligations or liability of Common Carriers. The Contractor may refuse the handling, lifting and/or carriage of goods for any person or of any class of goods at its discretion and without being bound to give any reason for such a refusal.
3. The Contractor shall not be liable for any loss, nor for consequential loss or damage of any kind whatsoever caused to The Hirer or to the Property and/or Goods of the Hirer whether such loss or damage was caused by any Acts, Defaults, or Negligence on the part of the Contractor or otherwise. All Goods are Handled, Lifted and/or Carried entirely at Owner's risk.
4. The Contractor shall have full liberty to arrange with any other Person, Persons or Corporation to undertake the Contractor's obligations under this agreement. For such time and on such conditions as The Company thinks fit any other Person, Persons or Corporation shall as against The Hirer, be entitled to the benefit of these conditions to the same extent as The Contractor.
5. The Hirer shall declare the weight of the goods and The Contractor will rely on such declared weight when arranging for handling, therefore the Hirer shall be responsible for all extra cost and risk incurred by the Contractor and for any and all damage sustained by reliance on the declared weight. The Hirer shall disclose to the Contractor the nature of the goods to be handled, lifted and/or carried.
6. Insurance of the goods will not be affected by The Contractor for the benefit of The Hirer except on the express written instruction of the Client and then only at his expense.
7. Normal Working Hours are 6:30am to 3:00pm Monday to Friday (excluding Public Holidays). Weekday cancellations for jobs booked within normal working hours are accepted up until 2 hours before the crane and/or crew are due to be dispatched, or minimum charges still apply. Weekend, night work and outside of normal working hours need to be cancelled with a minimum of 4 hours notice prior to the crane and/or crew being dispatched, or minimum charges apply. It is the customer's responsibility to monitor weather forecasts and adhere to our cancellation policy.
8. The Hirer will pay the hiring charges at the rate referred to in the Contractor's price list current at the time at which the hiring commences, calculated on the time from which the said crane leaves the Contractor's depot until it returns to such depot, minimum travel hours and minimum hire hours on site as per contractors price list current at the time of the hiring shall be minimum hire charges at all times.
9. If these conditions form part Of a Quotation or Proposal, the Quotation or Proposal is subject to validity for a period of thirty (30) days from the date of Quotation or Proposal.
10. The Contractor shall not be responsible for any delays, inconvenience or loss of any kind whatsoever incurred by The Hirer due to any accident, breakdown or defect in the crane or any part thereof or from any other cause whatsoever.
11. The Contractor shall be entitled to charge hiring charges at the usual price list rate for any time during which the crane is delayed either in travelling to or from or at the site at which The Hirer desires the crane to operate so long as such delays result from any cause beyond reasonable control of the Contractor.
12. The Hirer shall be responsible to pay for all delays caused by the Contractor obeying any instructions given by The Hirer including delays caused by any bogging or breaking down of the crane resulting from such instructions – such delays shall be charged for by the Contractor as a hiring charge at the usual price list hire rate.
13. The Hirer shall be responsible for ensuring that the ground at the site is able to support the Equipment under its wheels and outriggers, making sure there is no underground services or suspended areas. The Hirer shall ensure that the ground giving access to the site is stable, firm and of a gradient no steeper than 1 in 10. The Hirer shall ensure the clearance of 3m for voltages up to 132,000 volts, ensure that clearance of 6m for voltages up to 330,000 volts and ensure that clearance of 8m for voltages above 330,000 volts and that footpaths, kerbs and channels are suitably planked. The cost of towing and/or recovery of the equipment into or out of a site shall be at cost plus a margin of twenty percent (20%) and be paid by the hirer in addition to the price. The Hirer shall ensure that all road surfaces, access and egress to the Hirer's sites are clear of obstacles at all times to allow safe movement of the Equipment.
14. The Hirer shall indemnify and keep indemnified the Contractor against all actions, demands, claims, suits, loss and/or damages sustained by the Contractor as a result of any damages caused to the person or property of any person other than The Hirer as a result of the Contractor carrying out this Contract whether caused by any acts, defaults or negligence of the Contractor or otherwise.
15. The Hirer shall indemnify and keep indemnified the Contractor against all actions, demands, fines, costs, claims, suits, loss and/or damages sustained by the Contractor as a result of the Hirer not complying or instructing the Contractor not to comply with all conditions of police permits, council permits and any other permits as required.
16. These terms and conditions and any contract to which they apply shall be governed by the laws of New South Wales and are subject to the jurisdiction of the courts of New South Wales.
17. Trading Terms: All accounts are payable within the conditions set by the contractor to a maximum of thirty (30) days from the end of the month of invoice or COD on completion of job. Late payment will incur simple reducible interest of 16% per annum from the date payment was due unless prior arrangements with the contractor have been negotiated.
18. All charges under any agreement between the Contractor and the Client are calculated without regard to Goods and Services Tax (GST). GST rate shall be entered separately on the invoice.