TERMS AND CONDITIONS OF HIRE - DOCKET

1. In these conditions the customer named on the face of this docket ("the Hirer") confirms its engagement of Southern Plant Hire Pty Ltd ("SPH" which expression includes where the context permits reference to subcontractors servants and agents of SPH) on the terms and conditions set out in this docket together with the 'Terms and Conditions' as set out in the Credit Application documentation.
2. SPH is not a common carrier and does not accept the obligations or liability of common carriers.
3. The hirer agrees to pay SPH in full and without deduction within 30 days of the date of invoice from SPH the aggregate of:-
   (a) the hourly rate for the hire as quoted by SPH for hours worked between the hours commencing 7.30am and ending 4.00 p.m. on normal weekdays only (excluding always public holidays, Saturdays and Sundays) "Normal Operating Hours"
   (b) an additional hourly charge based on the hours worked outside Normal Operating Hours at the special rate fixed and determined by SPH in its sole discretion for use of plant outside Normal Operating Hours;
   (c) the cost of delivery of the plant to the site or elsewhere as the Hirer reasonably requires and the cost of subsequent return;
   (d) any amounts SPH is required to pay any of it employees, sub-contractors, servants and/or agents by way of additional allowances, charges or salaries under any award or Government statute rule regulation or order arising out of any special or additional requirements of the Hirer or the site;
   (e) such other charges and costs as shall be determined by SPH and arising out of any special or additional instructions given by the Hirer, any bogging or breakdown of the plant resulting from instructions given by the hirer and any delays caused by any instructions given by the Hirer;
   (f) the cost of any insurance taken out by SPH at the request of the Hirer;
   (g) the reasonable charges of SPH for any time during which the plant is delayed in travelling to or from the site or at the site at which the Hirer desires the plant to operate, provided the delay arose from any cause beyond the reasonable control of SPH; and
   (h) the amount of any damage sustained by SPH or its sub-contractors, servants and/or agents as a result of any failure by the Hirer to correctly and accurately declare the weight, dimensions and/or description of the goods or material to be handled, lifted, transported, moved or otherwise worked on with or by the plant and any additional costs or charges incurred by SPH which arise out of any such failure;
4. Insurance of the goods will not be effected by SPH for the benefit of the Hirer except on the express written instructions of the Hirer and then only at the Hirers expense. SPH always reserves the right to decline the responsibility to arrange such insurance.
5. The Hirer hereby indemnifies SPH and SPH harmless from and against:-
   (a) all claims which may be made against SPH in respect of any loss damage or injury caused by or in the course of or arising out of the operation of the plant during all periods when the plant is on hire to the Hirer;
   (b) any loss of or damage to the plant during all periods when the plant is on hire to the Hirer, fair wear and tear only accepted;
   (c) any loss, costs, damages or otherwise caused to the Hirer or any other person due to any accident, breakdown or defect in the plant or any part thereof or from any other cause whatsoever, provided that the Hirer shall not be required to indemnify SPH in respect of any loss damage liability or claim arising out of any negligent act of SPH or any defect in the plant which arose other than as a result of the acts or omissions of the Hirer.
6. The Hirer agrees that any dispute or disagreement must be made within 7 days from date of incident and no claims made by the Hirer in relation to a dispute or disagreement will be recognised after 7 days if the Hirer fails to inform SPH within the specified time.