TERMS & CONDITIONS

1. Definitions

1.1 "Premier" means Premier Cranes & Rigging Pty Ltd (ABN 35 162 530 467), its successors and assigns or any person acting on behalf of and with the authority of Premier Cranes & Rigging Pty Ltd.
1.2 "Hirer" means the person/s or any person acting on behalf of and with the authority of the Hirer requesting Premier to provide the Services as specified in this Quotation and the business set out in the 'Hirer details' and 'Company details' sections of the Credit Application Form.
1.3 "Completion" means when the Works are complete in accordance with this Agreement as in substantially complete in that the Works are reasonably fit for use except for minor defects which will not inconvenience the Hirer or the principal and which do not require immediate rectification.
1.4 "Contract" means the terms and conditions contained herein, together with any Quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.
1.5 "Credit Application" means a credit facility/account provided by PREMIER.
1.6 "Demolition Work" means demolition work that requires a permit that allows demolition.
1.7 "Dirty Work" means unusually dirty work as advised by Premier at the commencement of the job.
1.8 EBA means the Enterprise Bargaining Agreement titled CFMEU (Victorian Construction and General Division) Mobile Crane Hiring Industry Enterprise Agreement 2024-2027.
1.9 "Equipment" means all equipment supplied by Premier to the Hirer at the Hirer's request from time to time.
1.10 "Goods" means all Goods or Services supplied by Premier to the Hirer at the Hirer's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).
1.11 "Hire Period" means the period in which Premier supplied equipment and/or labour to the Hirer.
1.12 "Inclement Weather" means the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, extreme high temperature or the like or any combination thereof) by virtue of which it is either not reasonable or not safe for employees exposed thereto to continue working whilst the same prevail.
1.13 "Invoice" means an invoice issued to the Hirer by Premier.
1.14 "Price" means Premier's Quotation or Rate Sheet annexed to this agreement.
1.15 "Works" means all Goods or Services supplied by Premier to the Hirer at the Hirer's request from time to time.
1.16 "GST" means Goods and Services Tax as defined within the 'A New Tax System (Goods and Services Tax) Act 1999" (Cth).

2. Acceptance

2.1 The Hirer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Hirer places an order for or accepts services provided by Premier.
2.2 The entire agreement between Premier and the Hirer is set out in this document, any quotes or invoices, any Credit Application.
2.3 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.
2.4 The Hirer acknowledges that the supply of Works on credit shall not take effect until the Hirer has completed a credit application with Premier and it has been approved with a credit limit established for the account.
2.5 In the event that the supply of Works request exceeds the Hirers credit limit and/or the account exceeds the payment terms, Premier reserves the right to refuse delivery.
2.6 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions (Victoria) Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.

3. Exclusions

3.1 Excluded from this quotation:

- Power, water, amenities, temporary fencing and site shed;
- Authority fees, permits e.t.c;
- Traffic management; and
- Any other item not specifically listed in the Rate Sheet or Quotation.

4. Inclusions

4.1 This quotation is based on Premier's interpretation of the information provided to Premier. It is the Hirer's responsibility to check the accuracy of information provided to Premier.
4.2 The information contained in this quote is the full extent of Premier's offer to carry out the Works and this quote supersedes all prior offers made.
4.3 All applicable site allowances will be charged in addition to the above rates for rigging tasks including rigging steel or panels.
4.4 A Heavy Vehicle charge of $144 per mobilisation applies for all cranes/vehicles at or over 50 tonnes lifting capacity.
4.5 A multi-storey allowance is applicable on labour rates for work on buildings over four levels. The additional cost to the Hirer is as per the multistorey allowance in the Building and Construction General On-Site Award 2010.
4.6 When the Hirer engages Premier for Dirty Work, Premier will charge an additional 3.2% on labour charges. Alternatively, if the Hirer engages Premier for Demolition Work, Premier will charge an additional $7.50 per hour per person.
4.7 Multi lift allowance:
(i) where two cranes are engaged the drivers thereof will be paid at the rate of 16.1% of the standard rate per day for each day so occupied;
(ii) where three cranes are engaged the drivers thereof will be paid at the rate of 31.9% of the standard rate per day for each day so occupied;
(iii) where four cranes are engaged the drivers thereof will be paid at the rate of 47.7% of the standard rate per day for each day so occupied; or
(iv) where more than four cranes are engaged the drivers will be paid at the rate of 63.8% of the standard rate per day for each day so occupied.
4.8 Where Premier is engaged to supply employees that need to live away from home overnight (**Living Away from Home Allowance**), Premier will charge $415 per day per person where applicable.
4.9 All rates are GST exclusive and are subject to plant and equipment availability.
4.10 Rates are subject to all standard terms and conditions as set out within the current EBA
4.11 All prices are fixed, and rates will not be increased until the current EBA is replaced with an updated EBA.

5. Works

5.1 A ticketed Dogman/Rigger must work with all cranes. Cranes that are 50 Tonnes and over and must be accompanied with a Dogman/Rigger from Premier.
5.2 Hours charged for Services supplied under this Agreement are rounded up to the nearest half hour.
5.3 Premier requires confirmation that ground conditions are suitable to support the weight of the crane requested.
Whilst all care will be taken, Premier takes no responsibility for any ground damage caused by cranes.
Note: Premier can only provide guidance on this matter as Premier is not in a position to provide guarantees on ground condition, services or surfaces.
5.4 Stand down rates apply if Premier were directed to attend site and 12 hours' notice was not provided to cancel services.
5.5 Minimum hire charges for each visit is specified in Premier's rate sheet.

6. Working Hours

6.1 Premier standard working hours are Monday to Friday 7am to 3:30pm. This excludes rostered days off, lockdown weekends and public holidays as per the annual calendar published by the CFMEU Victoria.
6.2 Overtime rates apply for works requested outside the standard working hours specified in Clause 6.1.
6.3 Premier's standard working hours include a half hour meal break between 11:30am-1.30pm. If Premier is directed to work between 11:30am-1.30pm, 30 minutes overtime will be charged. If the crane continues to operate and no break is taken, overtime rates will be charged after 3pm at an additional $98.00 per hour per person.
6.4 Operator travel time and penalties are payable depot to depot when cranes remain onsite overnight. Dogman/Riggers travel time will be charged on the same basis as operators.
6.5 Night shift will be charged at a minimum of 8 hours at double time plus a shift rotation before and after night shift charged at 8 hours standard time. A 'Night shift' is where such overtime goes beyond midnight or commences between midnight and 2am.
6.6 If overtime is worked to the extent where it does not provide a 10-hour break before 7am the following day, any penalties applicable for the following day will be charged a penalty rate of $98.00 per hour per employee.
6.7 Crew exceeding a continuous 10-hour shift are entitled by the EBA to crib allowance (meal allowance). This charge will be applied at a single charge of $65.50 per person per shift.
6.8 Hourly rates and applicable penalty rates also apply to counterweight transportation and travel time depot to depot during the time of crane assembly and disassembly.
6.9 Premier employees required to be accommodated for works will be charged at a varying rate depending on site location.
6.11 A standard consumables charge of $100.00 per day is applicable to all day labour Boilermaker works, all specialist equipment, consumables and material charged at cost plus 15%.
6.12 Cancellation of Night Shift works must occur 24 hours prior to commencement of the shift otherwise minimum hire charges will apply.
6.13 Cancellation of services must be provided a minimum of 12 hours in advance of the time Services are required onsite. Failure to cancel services will result in the minimum hire charges applying.
6.14 In relation to Inclement Weather that makes it unreasonable or unsafe for Premier to work, the Hirer is liable to pay Premier minimum charges for crane, machinery and labour. If Premier is required to work through Inclement Weather, a penalty charge of $98.00 per hour per employee will apply until the shift is complete.

7. Progress Claims and Payment terms

7.1 At Premier's sole discretion, the Price shall be Premier's attached rate sheet (subject to clause 7.2) which will be valid for the period stated in the Rate Sheet or otherwise for a period of thirty (30) days.
7.2 Premier reserves the right to change the Price:
(a) if the current EBA is replaced with an updated EBA;
(b) if Premier is required to subcontract any portion of the Works to another company due to the location or induction requirements ; or
(c) if a variation to the Works which are to supplied is requested; where additional Works are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, limitations to accessing the site or changes site conditions, availability of machinery, safety considerations, prerequisite work by a third party not being completed, change of design, or hidden pipes and wiring, etc.) which are only discovered on commencement of the Services.
7.3 Variations will be charged for on the basis of Premier's quotation, and will be detailed in writing, and shown as variations on Premier's invoice. The Hirer shall be required to respond to any variation submitted by Premier within ten (10) working days. Failure to do so will entitle Premier to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.
7.4 At Premier's sole discretion, a non-refundable deposit may be required.
7.5 Time for payment of Works supplied under this quote being of the essence, the Price will be payable by 30 days from the end of the month of this invoice if a credit account has been established. If the Hirer has not completed a credit application to Premier's approval, the payment terms are Cash on Delivery (COD).
7.6 Premier is entitled to submit a Payment Claim as follows:

- Progress Claims: Upon commencing Work onsite once a week on Friday, for Works completed to date.

7.7 A Final Payment Claim can be issued:

- 60 days after Premier last day onsite; or
- Upon termination of the Contract, in which case the reference date is the last date that Premier completed work onsite.

7.8 Payment shall be made by credit card (a surcharge may apply per transaction) or by any other method as agreed to between the Hirer and Premier. The Hirer authorises Premier to charge its credit card for services supplied under this Agreement.
7.9 Premier may apply and allocate payments received by, or on behalf of, the Hirer in a manner in Premier's absolute and unfettered discretion, including so as to attribute the payments to satisfy obligations which are or are not secured by a purchase money security interest or otherwise. Premier may allocate payments at the time of receipt of at any time afterwards. On any default by the Hirer, Premier may re-allocate payments previously received and allocated.
7.10 The Hirer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Hirer by Premier nor to withhold payment of any invoice because part of that invoice is in dispute.
7.11 Unless otherwise stated the Price does not include GST. In addition to the Price, the Hirer must pay to Premier an amount equal to any GST Premier must pay for any supply by Premier under this or any other agreement for the sale of the Goods. The Hirer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Hirer pays the Price. In addition, the Hirer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

8. Compliance with Laws

8.1 The Hirer and Premier shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Works.
8.2 The Hirer shall obtain (at the expense of the Hirer) all licenses and approvals that may be required for the Services.
8.3 The Hirer agrees that the site will comply with any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.

9. Default and Consequences of Default

9.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Premier's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
9.2 If the Hirer owes Premier any money, the Hirer shall indemnify Premier from and against all costs and disbursements incurred by Premier in recovering the debt (including but not limited to internal administration fees, legal costs of a solicitor and own Hirer basis, Premier's contract default fee, and bank dishonour fees).
9.3 Without prejudice to Premier's other remedies at law Premier shall be entitled to cancel all or any part of any order of the Hirer which remains unfulfilled and all amounts owing to Premier shall, whether or not due for payment, become immediately payable if:
(a) any money payable to Premier becomes overdue, or in Premier's opinion the Hirer will be unable to make a payment when it falls due;
(b) the Hirer has exceeded any applicable credit limit provided by Premier;
(c) the Hirer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Hirer or any asset of the Hirer.

10. Personal Property Securities Act 2009 ("PPSA")

10.1 In this clause, financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.

10.2 Upon assenting to these terms and conditions in writing the Hirer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods and/or collateral (account) – being a monetary obligation of the Hirer to Premier for Services – that have previously been supplied and that will be supplied in the future by Premier to the Hirer.

10.3 The Hirer undertakes to:

(a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Premier may reasonably require to;

(i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;

(ii) register any other document required to be registered by the PPSA; or

(iii) correct a defect in a statement referred to in clause 10.3(a)(i) or 10.3(a)(ii);

(b) indemnify, and upon demand reimburse, Premier for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;

(c) not register a financing change statement in respect of a security interest without the prior written consent of Premier;

(d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of Premier;

(e) immediately advise Premier of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.

10.4 Dealing with Collateral

The Hirer must not do, or agree to do, any of the following:

(a) create or allow another interest (including, but not limited to, any security interest) in any Collateral; or

(b) dispose, transfer, assign, or part with possession, of any Collateral.

11. Underground Services

11.1 Prior to Premier commencing any work the Hirer must advise Premier of the precise location of all underground services on the site and clearly mark the same.

11.2 Whilst Premier will take all care to avoid damage to any underground services the Hirer agrees to indemnify Premier in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 11.1.

12. Cancellation

12.1 Without prejudice to any other remedies Premier may have, if at any time the Hirer is in breach of any obligation (including those relating to payment) under these terms and conditions Premier may suspend or terminate the supply of Works to the Hirer. Upon suspension or termination of the Contract, Premier has the right to remove the equipment at any time and access to the equipment must be granted.

Premier will not be liable to the Hirer for any loss or damage the Hirer suffers because Premier has exercised its rights under this clause.

12.2 Premier may cancel any contract to which these terms and conditions apply or cancel Services at any time before the Services are provided by giving written notice to the Hirer.

Premier shall not be liable for any loss or damage whatsoever arising from such cancellation.

12.3 In the event that the Hirer cancels Services, the Hirer shall be liable for any and all loss incurred (whether direct or indirect) by Premier as a direct result of the cancellation (including, but not limited to, any loss of profits).

13. Limited Liability

13.1 To the extent permitted by law, Premier is not liable to the Hirer for any loss or damage, whether direct, indirect, liquidated, special or consequential and including loss or damage arising as a result of death or personal injury, however caused (including negligence) which the Hirer or any other person may suffer or incur and which may, without limiting the generality of the foregoing, arise directly or indirectly in respect of the goods and/or services, any defects in the goods and/or services or in respect of any failure or omission by Premier or any of its officers, agents or employees to comply with the Agreement or any obligation imposed by law.

14. Indemnity

14.1 The Hirer will indemnify and keep indemnified Premier from and against all or any liability which Premier may incur or become liable for, or in respect of loss, damage or injury to any person or property arising out of or in connection with the use of the Equipment or the Services, whether for negligence, breach of statutory duty, nuisance or otherwise.

15. Use, Operation and Maintenance of Equipment

15.1 The Hirer must maintain the Equipment as required by Premier, notify Premier immediately of any mechanical malfunction, damage, loss, destruction or accident in connection with the Equipment, and ensure the Equipment is kept securely and in their own possession and control at all times.

15.2 The Hirer must, once the Hire Period has ended, return the Equipment in a clean condition and in good repair and working order to Premier.

15.3 The Hirer shall be responsible for ensuring that the ground at the Location is adequate to support the Equipment under its wheels and outriggers.

15.4 The Hirer acknowledges that use of the Equipment may involve risk of injury or damage to property, and the Hirer accepts all such dangers and risks.

15.5 The Hirer must not, and must not allow any of its officers, employees, agents or contractors to tamper with, damage or alter the Equipment.

15.6 The Hirer must satisfy itself that the Equipment is suitable for the purpose for which it is used, use the Equipment only for its intended use, comply with all manufacturer's instructions and recommendations relating to the use and operation of the Equipment, ensure that all persons operating the Equipment is suitably qualified, and properly instructed in its safe and proper use, and comply with all laws relating to the use of the Equipment, including, but not limited to, holding any operating licence or permit required by law.

15.7 The Hirer must supply, at its own expense, all fuel necessary for the operation of the Equipment.

15.8 All personnel of **Premier** shall comply with all reasonable lawful directions given by the Hirer as being necessary for the hire unless such a direction is in breach of the Terms or is unlawful.

15.9 The Hirer must, without exception, comply with all applicable statutory laws and regulations.

15.10 The Hirer shall not direct or permit any other person to operate the Equipment or use associated equipment without the permission of Premier.

15.11 The Hirer shall not use the Equipment or permit the Equipment to be used to lift any load which is beyond the rated hirer capacity of the Equipment or for any purpose other than that for which it is expressly hired.

15.12 The Hirer warrants that the weight of the object (or objects) to be lifted in any one lift and the radius of the proposed lift (measured from the radial point of the Equipment) will not exceed the limits for the relevant Equipment. Where the weight of the lift approximates the maximum lifting capacity of the Equipment, Premier reserves the right to have the weight of the proposed lift confirmed on a certified weighbridge with the associated costs being met by the Hirer.

16. Title and Risk

16.1 The Hirer assumes all risk and liability in relation to the Equipment from the time of supply by Premier, until the Equipment

is returned to Premier in an acceptable state.
16.2 Premier retains title to the Equipment, and the Hirer's rights to the Equipment are as a bailee only.
16.3 The Hirer acknowledges and agrees that the Terms create an accepted and ongoing security agreement in relation to the supply of Equipment to the Hirer by Premier.

17. Insurance
17.1 It shall be the Hirer's responsibility to insure any property to be lifted by the Equipment within the confines of the Hirer's parameters of the Location, any of Premier's Equipment left at the Location overnight or other extended period and to ensure that **Premier** 's interest is noted on the relevant insurance policy.

18. Access and Delivery
18.1 The Hirer shall ensure that Premier has clear and free access to the worksite at all times to enable them to undertake the Works (including carrying out site inspections, gain signatures for required documents, and for the delivery and installation of the Goods). Premier shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of Premier.
18.2 It is the responsibility of the Hirer to ensure that access is suitable to accept the weight of laden trucks. Additionally that the gradient is no steeper than 1 in 10 and can support the weight of the Equipment (under its wheels and outriggers). The Hirer agrees to indemnify Premier against all costs incurred by Premier in recovering such vehicles in the event they become bogged or otherwise immovable.
18.3 It is the responsibility of the Hirer to ensure clearance of 3.5m is afforded in respect of all overhead wires, and that footpaths, kerbs and channels are suitably planked.
18.4 It is the responsibility of the Hirer to make the premises available on the agreed date and time. If installation is interrupted by the failure of the Hirer to adhere to the work schedule as agreed to between Premier and the Hirer, any additional costs will be invoiced to the Hirer as a variation in accordance with clause 7.2.
18.5 The Works' commencement date will be put back and the completion Premier extended by whatever time is reasonable in the event that Premier claims an extension of time (by giving the Hirer written notice) where completion is delayed by an event beyond Premier's control, including but not limited to:
(a) availability of raw materials; or
(b) any failure by the Hirer to;
(i) make a selection; or
(ii) have the site ready for the Services; or
(iii) notify Premier that the site is ready.

19. Privacy Policy
19.1 The Hirer agrees for Premier to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g.name, address, D.O.B, e.t.c) or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Hirer in relation to
credit provided by Premier.
19.2 The Hirer agrees that Premier may exchange information about the Hirer with those credit providers and with related body corporates for the following purposes:
(a) to assess an application by the Hirer; and/or
(b) to notify other credit providers of a default by the Hirer; and/or
(c) to exchange information with other credit providers as to the status of this credit account, where the Hirer is in default with other credit providers; and/or
(d) to assess the creditworthiness of the Hirer including the Hirer's repayment history in the preceding two (2) years.
19.3 The Hirer consents to Premier being given a consumer credit report to collect overdue payment on commercial credit.
19.4 The Hirer agrees that personal credit information provided may be used and retained by Premier for the following purposes (and for other agreed purposes or required by):
(a) the provision of Services; and/or
(b) analysing, verifying and/or checking the Hirer's credit, payment and/or status in relation to the provision of Goods; and/or
(c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Hirer; and/or
(d) enabling the collection of amounts outstanding in relation to the Goods.
19.5 Premier may give information about the Hirer to a CRB for the following purposes:
(a) to obtain a consumer credit report;
(b) allow the CRB to create or maintain a credit information file about the Hirer including credit history.

20. Building and Construction Industry Security of Payment Act 2002
20.1 At Premier's sole discretion, if there are any disputes or claims for unpaid Goods and/or Services then the provisions of the Building and Construction Industry Security of Payment Act 2002 will apply.
20.2 Nothing in this Contract is intended to have the effect of contracting out of any applicable provisions of the Building and Construction Industry Security of Payment Act 2002 of Victoria, except to the extent permitted by the Act where applicable.

21. General
21.1 Premier is entitled to undertake the Works using its employees or engage subcontractors to complete the Works. Premier is not required to obtain the Hirer's approval to do use third party contractors.
21.2 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or
unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
21.3 These terms and conditions and any contract to which they apply shall be governed by the laws of Victoria, the state in which Premier has its principal place of business, and are subject to the jurisdiction of the courts in that state.
21.4 Premier shall be under no liability whatsoever to the Hirer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Hirer arising out of a breach by Premier of these terms and conditions (alternatively PREMIER's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
21.5 Premier may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Hirer's consent.
21.6 The Hirer cannot licence or assign without the written approval of Premier.
21.7 Premier may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Hirer agrees and understands that they have no authority to give any instruction to any of Premier's subcontractors without the authority of Premier.
21.8 The Hirer agrees that Premier may amend their general terms and conditions for subsequent future contracts with the Hirer by disclosing such to the Hirer in writing. These changes shall be deemed to take effect from the date on which the Hirer accepts such changes, or Premier at such time as the Hirer makes a further request for Premier to provide Goods to the Hirer.
21.9 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
21.10 Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.