

Standard Terms and Conditions – Dynamic Crane Hire Pty Ltd

1. Quote

- (a) Every Quote issued by the Company to the Customer has these Standard Terms incorporated into it.
- (b) Any Quote issued by the Company to the Customer: (i) is valid for 30 days; (ii) is valid if issued orally but is superseded by any written Quote subsequently issued; (iii) may be withdrawn, revoked or varied by the Company at any time prior to acceptance of an Order by the Company and shall not be construed as an offer or obligation to supply in accordance with the Quote until an Order has been accepted by the Company; and (iv) if for Transport Services, the Company may require a consignment note be completed and issued by the Customer.
- (c) The Customer acknowledges and agrees that a Quote is an estimate only and additional hours/services beyond those estimated in the Quote may be required to complete the Services.
- (d) The Customer acknowledges that it is deemed to have agreed to be bound by the Agreement (each of which is referred to as an **Order**) by issuing a purchase order or otherwise confirming acceptance, whether orally or in writing, in response to a Quote, or, instructing the Company, either orally or in writing, to proceed with provision of any Services.
- (e) All Equipment is subject to availability at the time of acceptance of an Order.

2. Agreement

- (a) An agreement is formed between the Company and the Customer upon an Order being issued by the Customer which is accepted by the Company. The entire agreement between the Company and the Customer for the provision of the Services is constituted by the Quote and these Standard Terms (**Agreement**). The Quote takes precedence over these Standard Terms to the extent of any inconsistency.
- (b) The Agreement represents the entire agreement between the parties for the provision of the Services specified in the Quote and supersedes and replaces: (i) all prior proposals, tenders, agreements, communications or representations made by the Company to the Customer in relation to the Services or the Quote; (ii) any other terms or conditions contained or printed on or referred to in any document related to the delivery of Services (including any Order issued by the Customer).
- (c) The Agreement may only be changed with the written agreement of both the Company and Customer. This agreement to vary must set out the particular changes that are to be made and their effect (if any) on the price of the Services and the obligations of the Customer and the Company.
- (d) There is no obligation on the Company to enquire as to the authority of any person placing an Order on behalf of the Customer.

3. Services

- (a) The Company agrees to perform the Services in accordance with the Agreement.
- (b) The Company shall at its own expense keep and maintain the Equipment in good working order and in good repair.
- (c) The Company shall arrange for the Equipment to be operated by Personnel who are properly trained and competent to do so.
- (d) The Customer warrants that it has supplied the Company with all information relevant to the Services prior to entry into the Agreement. The Company will not take any responsibility, nor accept any liability, for loss arising out of matters relevant to the Services that arise due to incorrect information provided to the Company or information being omitted. The Customer acknowledges that if additional Equipment or Services are required due to incorrect information being provided or omitted then the Company is entitled to increase its fees and the Customer will be liable for such increases.
- (e) The Customer warrants that it has satisfied itself as to the condition and suitability of the Equipment and its fitness for the Customer's purposes.

4. Customer responsibilities and obligations

4.1 Customer responsibilities

The Customer is responsible for:

- (a) ensuring that the Company has clear, safe and uninterrupted access to any site to enable the supply of the Services;
- (b) delivery escort / site clearances for any Equipment to and the return from the site;
- (c) the weight, centre of gravity, correctly rated lift points and nature of any goods to be lifted;
- (d) securing any such site during the supply of the Services (including providing security of Equipment when left on site overnight, or where the works are unattended, and are responsible for any costs for damage due to vandalism and malicious acts to Equipment (or similar));
- (e) obtaining all necessary insurances for the Services; and
- (f) promptly providing any further technical information, approval or drawings reasonably required by the Company to supply the Services.

4.2 Site-specific requirements

The Customer must notify the Company of all site-specific requirements and arrange all times/venues/providers to allow the Company reasonable time to action. If in the event site-specific requirements (including medicals or site-specific allowances) should apply, then the labour and any associated course costs undertaken for all Personnel are to be on-charged to the Customer at no cost to the Company.

4.3 Additional charges

The parties agree that the following additional charges may apply to this Agreement (depending on the Services):

- (a) a fuel levy will be added to all Equipment components at the invoicing stage (which is reviewed weekly and subject to change);
- (b) administration fees will be charged at an hourly rate of \$105.00 per hour where additional paperwork is required by the Customer;
- (c) additional charges may apply for permits and licenses;
- (d) additional charges will apply for the hire of ancillary Equipment i.e., dogbox, spreader bar, brick cage and concrete kibble etc.;
- (e) additional charges will be payable by the Customer for the time required for pre-loading of Equipment necessary for the performance of the Services;
- (f) additional charges will be payable by the Customer for Personnel where steps are required to be taken by the Company to comply with national heavy vehicle regulations and fatigue management rules;
- (g) where more than one crane is engaged on any single lift an allowance is charged per person;
- (h) all rates that are applicable under this Agreement will incur an additional \$10 per hour charge with the Company reserving the right to on-charge or recover any additional site specific bridging charges (should they apply) to ensure compliance due to the special nature of the work and to ensure parity with other employees on the payment of wages, terms, and conditions on particular projects; and
- (i) additional charges may apply for items such as (but not limited to) site inspections, lift plans, risk assessments, safe work method statements, inductions, labour charges and other required items as determined by the Company.

5. Special Conditions applicable to Cranage Services

5.1 Application

This clause 5 only applies where the Agreement requires the provision of Crane Services.

5.2 Fee – General

- (a) In consideration for the performance of the Services, the Customer will pay the Company the amounts calculated in accordance with this Agreement.
- (b) Unless the words 'fixed fee' are expressly stipulated in the Quote, the indication of fees in the Quote is an estimate only and the fees payable by the Customer to the Company for the Services will be determined based on the actual number of hours required to perform the Services multiplied by the applicable rates set out in the Fee Schedule. The Customer shall also pay such other overtime, penalty rates and fees and charges provided for under this Agreement.

5.3 Working hours

- (a) The parties acknowledge that normal working hours are 7.00am to 3.30pm, Monday to Friday (**Normal Working Hours**) and that overtime rates apply after eight (8) hours of hire and any hours outside of Normal Working Hours.
- (b) Notwithstanding clause 5.3(a), rest/lunch breaks for Personnel is a paid break and the period of hire continues during any rest/lunch breaks. Where a rest/lunch break is taken outside Normal Working Hours, such time will not be deducted off overall chargeable hours. Overtime rates are

charged for all work performed on public holidays, as set out in the Fee Schedule.

- (c) A meal allowance will be applicable where the relevant Personnel starts before 5am or where the hire exceeds 9.5 hours in duration (including travel time). Details of such meal allowance are set out in the Fee Schedule.

5.4 Minimum charges

- (a) Where a crane is left on site, then all travel time to and from the site each day for all Personnel shall be chargeable to the Customer plus an overtime penalty (if applicable) as set out in the Fee Schedule. This includes time travelled from accommodation to the site (and vice versa) while working away.
- (b) Weekend Work, Day Work and Away Works will incur minimum Equipment charges and minimum charges for all Personnel regardless of the time required to perform the Services, as set out in the Fee Schedule.
- (c) Night Work will incur a four (4) hour minimum Equipment charge and an eight (8) hour minimum charge for all Personnel regardless of the time required to perform the Services. Stand down rates for crane crews are charged at eight (8) hours labour per person (applicable only on the last shift).
- (d) A twelve (12) hour minimum charge for all Equipment and Personnel booked will apply to any cancellation with less than 48 hours notice prior to the scheduled start time for any Services with an estimated duration of 12 hours or more or for any Away Works.
- (e) A four (4) hour minimum charge for all Equipment and Personnel booked will apply to any cancellation with less than 48 hours' notice prior to the scheduled time for any Services with an estimated duration of less than 12 hours.
- (f) If the Company allows the Customer to cancel the Services at any time after they have commenced, the Company may (at its sole discretion) elect to charge the Customer:
 - (i) the full amount of the Quote/purchase order (including for Services that have not yet been performed or provided); or
 - (ii) the costs incurred by the Company in supplying the Services up to the time of cancellation, plus any applicable minimum charges as set out in this clause 5.4.
- (g) The parties agree that dogger/rigger hire is compulsory with the hire of all cranes, unless the Company agrees in writing (at its absolute discretion) for the Customer to supply its own licensed dogger/rigger following providing the Company with a valid copy of certification. The Customer acknowledges and agrees that the Company (at its absolute discretion) may refuse to allow the Customer to supply its own licensed dogger/rigger.
- (h) Additional hours beyond the relevant minimum hire period will be charged to the Customer at the applicable rates set out in the Fee Schedule.

5.5 Accommodation and meals

The parties agree that: (i) all accommodation and meals for Personnel is to be paid for or reimbursed by the Customer; (ii) where the Company's Personnel is required to be away from home and the Company is to cover such Personnel's

accommodation and meals, a charge of \$300 per person, per night shall be chargeable to the Customer for each night that the Personnel is away from home; and (iii) in circumstances where the Customer elects to supply accommodation (which must be on a single room per person basis) and meals for the Personnel, a \$70 per person (per night) rate is payable by the Customer to the Company.

6. Special Conditions applicable to Transport Services

6.1 Application

This clause 6 only applies where the Agreement requires the provision of Transport Services.

6.2 Company is not a common carrier

The Company is not a common carrier and will not accept liability as such. The Company reserves the right to accept or refuse the carriage, transport, storage, custody or services for any goods for any person or entity, at its discretion, without giving any reason for so doing.

6.3 Particular methods

If it has been agreed that the Company is to use a particular method for transport or other service, the Company will give priority to the method designated but if that method cannot conveniently be adopted by the Company then the Customer hereby authorises the Company to adopt such other method or methods as it sees fit.

6.4 Deviation

The Customer authorises any deviation in carriage route which may in the Company's absolute discretion be considered reasonable or necessary in the circumstances.

6.5 Specialist services

Where the Goods are of such dimension that the Goods require carriage by way of specialist method (such as tow truck, tilt truck, cranes, crane truck or wide load transport) the Customer hereby authorises the Company to adopt the specialised method which may or may not require the need for the services of other organisations or bodies necessary to ensure the safety of others (such as other road users, pedestrians and the public generally) and to comply with all Government requirements, laws, regulations, industry standards and codes of practice. Such services may include police or private escorts, electrical spotters, road closures and/or transport control by the relevant Government authority and hire of specialist Equipment such as ramps. For the purposes of this Agreement such Goods shall be deemed to be dangerous.

6.6 Packing, loading and unloading/delivery

- (a) Unless expressly set out in a Quote, the Company shall not be responsible for packing of the Goods which require transportation.
- (b) Where the Company is required to pack, load or unload Goods on the Customer's behalf it will be at the Customer's risk and whilst all care is taken, no liability is accepted by the Company. The Company will charge for any packing, loading or unloading based on the Fee Schedule.
- (c) The Customer will ensure that it or some other person on its behalf is present during the packing (if any), loading and unloading of Goods except where the parties otherwise agree in writing.

- (d) The Company will be deemed to have delivered the Goods in accordance with this Agreement if at the address for delivery the Company obtains from any person a signed receipt or delivery docket.
- (e) If delivery of the Goods is not taken at the place for delivery, the Company may without notice store the Goods and such storage shall be deemed to constitute delivery and there upon any responsibility that the Company has in respect of the Goods shall cease and the Customer shall be liable to reimburse the Company for any storage costs that it incurs.

6.7 Dangerous or frail Goods

- (a) Prior to the provision of the Services by the Company, the Customer will provide the Company with full details of any dangerous Goods and also with full details of any frailty or other characteristic of any Goods or other thing which is not apparent and which could have a bearing on the method of the provision of Services.
- (b) The Company may for reasonable cause (including danger) refuse to carry out any service or part thereof.
- (c) The Company will be at liberty at the Customer's expense to dispose of or destroy any Goods which in the Company's opinion have deteriorated or become objectionable, unwholesome or a source of danger or contamination.

6.8 Delivery

- (a) Any transport and handling charges will be specified in the Quote.
- (b) The Company reserves the right to make delivery in instalments, each of which will be invoiced and paid for separately, without regard to subsequent deliveries. Any delay in delivering any instalment will not relieve the Customer of its obligation to accept and pay for all remaining deliveries.

7. Payment

- (a) All fees and charges levied by the Company will be in accordance with the Fee Schedule. Minimum charges apply for hire of all Equipment.
- (b) The Customer must pay all Invoices issued by the Company within 7 days of the date of the Invoice unless an alternative later date is otherwise nominated or agreed by the Company. Time for payment is of the essence.

8. Default

- (a) Subject to clause 9, if the Customer defaults in payment by the due date of any amount payable to the Company, then all money owed by the Customer to the Company will become immediately due and payable and the Company may:
 - (i) reverse the amount of any discounts allowed;
 - (ii) charge the Customer interest on any amount due and unpaid at the rate of 12% per annum, payable from the due date until the date of payment in full;
 - (iii) charge the Customer for all costs and expenses (including without limitation all legal costs and expenses) incurred by the Company resulting from the default or in taking action to enforce compliance

with the Agreement (including any mercantile agent fees);

- (iv) cease or suspend supply of any further Services to the Customer and provide the Customer with a notice to that effect.
- (b) All money which is or may become payable by the Customer to the Company on any account, may at the discretion of the Company, become immediately due and payable and the Company may immediately cancel or suspend the Agreement:
 - (i) where the Customer breaches any provision of the Agreement;
 - (ii) where an Insolvency Event occurs in relation to the Customer;
 - (iii) where a Customer has an account with the Company or a related party (as that term is defined in the Corporations Act 2001) of the Customer has an account with the Company and the Customer breaches the terms of the Agreement or the related party breaches the terms of its agreement with the Company.
- (c) The Customer is not entitled to set off against, or deduct from any amount payable under a Quote, any sums owed or claimed to be owed to the Customer by the Company, nor is the Customer entitled to withhold payment of any Invoice because part of that Invoice is in dispute.

9. Lien

- (a) The Company agrees to perform the Services subject to a general lien for all charges now due or which may become due to the Company by the Customer on any account.
- (b) If the Customer fails to pay charges due to the Company in respect of the Services on reasonable demand being made in accordance with these Standard Terms, the Company may detain and sell all or any property of the Customer (**Customer Property**) that is in the Company's possession and out of the money arising from the sale retain the charges outstanding together with all charges and expenses of the detention and sale (including legal fees if any). The surplus (if any) of the moneys arising from the sale of Customer Property and such Customer Property as remains unsold will be made available to the Customer. Any such sale shall not prejudice or affect the right of the Company to recover from the Customer any such charges due or payable in respect of the Services or the detention and sale of the Customer Property.
- (c) From the time the Company, or its servants or agents, receive the Customer Property into its custody, the Customer Property and all of the Customer's present and future rights in relation to the Customer Property and any documents relating to those Customer Property, are subject to a continuing security interest in favour of the Company for the payment of all the amounts owed for freight, demurrage, container detention charges, duty, fines, penalties, salvage and without limitation and for any at all debts, charges, expenses or any other sums due and owing by the Customer to the Company. Further, the continuing security interest shall cover all the costs and expenses of exercising the lien, including the costs of a public or private sale or auction and legal and administration costs.

10. Limitations of Liability

- (a) The Company's liability for loss or damage arising out of or in connection with the Services, whether arising from breach of contract, tort (including, without limitation, negligence), breach of statutory duty or otherwise, is limited to the higher of:
 - (i) \$2,500; and
 - (ii) an amount equal to the fees actually paid by the Customer for the Services (**Liability Cap**).
- (b) The Company has no legal liability in contract, tort (including without limitation for negligence or breach of statutory duty) or otherwise (whatsoever the cause) for any special, indirect or consequential loss or damage or any loss of profits, revenue, production or reputation suffered by the Customer or any other person in connection with the Services.
- (c) The Customer agrees to indemnify and hold harmless the Company, its Related Bodies Corporate and their respective Representatives, from and against all liabilities, losses, claims, costs (including legal fees on a solicitor/client basis), damages or expenses that may result from:
 - (i) acts or omissions of the Customer and its Representatives;
 - (ii) any breach of this Agreement by the Customer;
- (d) The indemnity in this clause 10(c) is reduced to the extent that the Buyer caused or contributed to such liabilities, losses, claims, costs, damages or expenses.
- (e) To the extent that the indemnity in clause 10(c) is for their benefit, the Company holds the benefit of the indemnity on trust for any person not a party to this Agreement.
- (f) Subject to clause 10(g), the Company has not made any, and to the extent permitted by law it excludes, all warranties, conditions or guarantees of any nature in respect of the Services or the satisfactory conclusion of the Services.
- (g) Where warranties, conditions or guarantees or any other rights are implied into this Agreement, or otherwise conferred by the *Competition and Consumer Act 2010* (Cth) or other laws, and it is not lawful or possible to exclude them, then those warranties, conditions or guarantees or other rights will (but only to the extent required by law) apply to this Agreement.
- (h) The Company and its Representatives will be deemed to have been discharged from all liability whatsoever in respect of the Services, whether under the law of contract, tort or otherwise, at the expiration of 12 months following the completion of the Services.
- (i) To the full extent permitted by law, the Customer acknowledges that:
 - (i) the Services are provided at the Customer's own risk;
 - (ii) if any Equipment is unable to work due to a breakdown or similar, the period the Equipment is unavailable to the Customer is not chargeable and will be deducted from the amounts payable by the Customer in accordance with this Agreement;

- (iii) the Company does not accept liability for consequential loss, including consequential delays due to breakdowns of Equipment; and
- (iv) it is solely responsible for insuring against loss or damage as a result of the Services (including damage to the Equipment).

11. Termination

- (a) The Company has the right to terminate the Agreement, including the cancellation of the supply of Services in respect of the same, at any time before the supply of the Services by giving written notice to the Customer. The Company will not be liable for any loss whatsoever arising from such cancellation.
- (b) The Agreement may, at the sole discretion of the Company, also be terminated in the following circumstances:
 - (i) the Customer has not complied with the terms of payment pursuant to clause 7;
 - (ii) the Customer has suffered an Insolvency Event;
 - (iii) the Customer is in breach of its obligations under the Agreement and/or any other contract that the Customer has with the Company.

12. Delays and damage

12.1 Force Majeure

The Company is not liable to perform its obligations under the Agreement where it is prevented from doing so by events beyond its reasonable control hereafter referred to as a **Force Majeure Event** including but not limited to: (a) acts of God, natural disaster, fire, flood, storm, earthquake, explosion, accident, breakdown, acts or threats of terrorism, power outage, vandalism, sabotage, riots, civil unrest, war (declared or undeclared), invasion, meteorite, epidemic or pandemic; (b) industrial disputes, strikes, lockouts not specific to the affected party; (c) change of laws or regulations or by order of any government or government authority, nationalisation, confiscation, requisition, prohibition or embargo, import or export restrictions; (d) the loss, destruction or closure of any relevant infrastructure including road, rail, bridge or port; (e) Rationing, limitation or non-supply of fuel, diesel, oil or any other essential vehicle or Equipment product or component or parts.

12.2 Inclement weather

- (a) Should any Equipment remain onsite for the Customer's convenience within a predetermined work programme be unable to work due to the result of inclement weather, then the minimum Equipment hire will apply plus eight (8) hours labour for all Personnel.
- (b) Where a vehicle is:
 - (i) delayed by any cause beyond the control of the Company or where the delay is caused through the Company obeying instructions given by the Customer or their Representative, then the cost of such delays shall be on-charged to the Customer's account; or
 - (ii) bogged whilst obeying such instructions, the cost of recovering the vehicle from the bog shall be on-charged to the Customer's account.

12.3 Emergency work

Where emergency work is preformed (rain, hail, extreme cold, high wind, severe dust storm, extreme heat, and poor air quality) the Customer will be charged for Personnel at 200% of usual rates during Normal Working Hours and 300% if works are undertaken outside of Normal Working Hours. This applies to all Services provided by the company (including crane and transport services).

12.4 Damage

- (a) The Company will not accept any liability for damage to or repairs necessary to access ways, footpaths, kerbs, vegetation, underground services, overhead services, structures, or property associated with site access / egress, crane hire or transportation. The Customer is to provide the relevant operator, supervisor or allocator with details, site plans or known constraints during planning or at the time of the Quote or Order.
- (b) The Customer must ensure clear access and suitable load bearing area to accommodate the loads of the Equipment required to perform the Services. The Company is not responsible for the construction of any ground preparation, pads and access roads that may be required. The Customer shall provide all weather access and compacted ground to accommodate the loads of trucks at the required operational positions. No allowance has been made for the removal of any obstructions.

13. Subcontracting

The Company reserves the right to subcontract any part of the supply of the Services, or any materials or services to be supplied, or any other of its rights and/or obligations without the Customer's consent and will charge the Customer for such sub-contracted Services at cost plus 15%.

14. Confidentiality

A party (**Receiving Party**) receiving Confidential Information from another party (**Disclosing Party**) under this Agreement must protect the Confidential Information from any unauthorised use and may only use Confidential Information to the extent necessary to enable the Receiving Party to exercise its rights or perform its obligations under this Agreement. The Receiving Party may only disclose Confidential Information to its personnel (being employees and subcontractors) and consultants (including legal and financial) having a need to know. The Receiving Party shall promptly notify the Disclosing Party of any unauthorised use or disclosure of the Confidential Information.

15. GST

- (a) In this clause, all terms have the meaning given to them by the *A New Tax System (Goods and Services Tax) Act 1999* and *A New Tax System (Goods and Services Tax) Regulations 1999*, as amended from time to time and all material published by the Australian Taxation Office.
- (b) Unless otherwise stated, the parties agree that all amounts payable under this Agreement are exclusive of GST.
- (c) If any GST is imposed on any supply made under this Agreement, then the party making the supply will collect the GST from the recipient, in addition to any consideration due for the supply. The GST imposed on the

supply is calculated by multiplying the amount or value of the consideration for the supply by the GST tax rate prevailing as at the date the supply is made. If the recipient of the supply is required to pay an additional amount of GST pursuant to this clause, then the recipient will pay the increased amount in the same manner and at the same time as the consideration, which may be due under this Agreement.

16. Miscellaneous

- (a) Any obligations in these Standard Terms which are of a continuing nature or which are not fully satisfied and discharged on fulfilment, will continue to apply.
- (b) The Company's failure to enforce fully any of these Standard Terms, or to exercise any right arising under them, does not constitute a waiver of its right to do so in the future. Any waiver by the Company of a default by the Customer must be in writing and will not operate as a waiver of any other default by that Customer.
- (c) This Agreement is governed by the laws in force in the State of Queensland. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Queensland.
- (d) Nothing in these Standard Terms shall be construed as constituting the Company an agent, representative, associate, joint venture partner, franchisee, or employee of the Customer.
- (e) The Company may assign its rights and obligations under this Agreement to another party and the Customer accepts and acknowledges that if an assignment is effected, the Customer will continue to be bound in all respects by the terms and conditions set out in this Agreement. The Customer must not assign its rights and obligations under this Agreement to a third party without the prior written consent of the Company.
- (f) A notice under this Agreement must be in writing and handed personally or sent by email, facsimile or prepaid mail to the last known address of the addressee. Notices sent by prepaid post are deemed to be received within 4 business days from the date of the notice. Notices sent by facsimile or email are deemed received 4 hours after the date of sending provided that a transmission error report is not received by the sender within 24 hours of sending the email.
- (g) Any headings used in this Agreement are for convenience only and are not part of interpreting the Agreement.

17. Definitions

For the purposes of this Agreement:

- (a) **Away Works** means where the Services require Personnel to work a significant distance from the Company's registered office (as determined by the Company in its absolute discretion).
- (b) **Agreement** has the meaning given to that term in clause 2(a).
- (c) **Claim** has the meaning given to that term in clause 10(b).
- (d) **Company** means the relevant entity which forms part of the Company and provides the Quote and/or invoice.

- (e) **Confidential Information** means all information which is disclosed by a party to another party or which is otherwise acquired by or comes to the knowledge of a party directly or indirectly in connection with this Agreement including relating to the business of either party, its suppliers, customers, technical data, knowhow, designs, specifications, processes, policies, procedures, contact details, contractor lists, financial records, computer programs, operating manuals and all information contained in such documents, including this Agreement and any fee paid or payable.
- (f) **Corporations Act** means *Corporations Act 2001* (Cth).
- (g) **Crane Services** means Services requiring use of a crane as stipulated in a Quote.
- (h) **Customer** means the customer outlined in the Quote and/or Invoice.
- (i) **Day Works** means where the Services only involves work during Normal Working Hours.
- (j) **Ex Depot Time** means the time that the relevant crane, vehicle and/or Personnel will be scheduled to leave the Company's depot in order to provide the Services to the Customer.
- (k) **Fee Schedule** means any fees stipulated in a Quote or, if not stipulated, as set out in the Company's fee schedule which can be provided to the Customer upon request (and is subject to change without notice).
- (l) **Goods** means all goods and other things (including money or other valuables) the subject of the Services.
- (m) **Company** means Dynamic Crane Hire Pty Ltd ACN 622 054 791.
- (n) **Equipment** means the plant and equipment specified in a Quote and includes but is not limited to any item of plant, equipment, machinery or vehicle, and any tools, accessories, parts, items of equipment and devices affixed to or supplied with such plant, equipment, machinery or vehicle.
- (o) **Insolvency Event** means any event where the Customer:
 - (i) disposes of the whole or any part of its assets or business, other than in the ordinary course of business;
 - (ii) enters into any arrangement with its creditors or makes any assignment for the benefit of creditors;
 - (iii) appoints or takes steps to appoint a receiver, receiver and manager, trustee in bankruptcy, liquidator or administrator; or
 - (iv) is unable to pay its debts as and when they fall due
- (p) **Invoice** means an invoice provided by a Company to the Customer for the Services.
- (q) **Labour Rate** means the rate set out in the Fee Schedule.
- (r) **Liability Cap** has the meaning given to that term in clause 10(a).
- (s) **Night Work** means where the Services involves work commencing outside Normal Working Hours (non-shift work pattern).
- (t) **Normal Working Hours** has the meaning given to that term in clause 5.3(a).

- (u) **Order** has the meaning given to that term in clause 1(b).
- (v) **Personnel** means personnel employed or engaged by the Company for the purposes of providing the Services to the Customer.
- (w) **Privacy Act** means *Privacy Act 1988* (Cth).
- (x) **Quote** means a quote for the provision of Services issued by the Company to the Customer, whether orally or in writing, in response to which the Customer has issued an Order which has been accepted by the Company.
- (y) **Related Bodies Corporate** has the meaning given to that term in the *Corporations Act 2001* (Cth).
- (z) **Representative** means the officers, employees, contractors, agents, representatives and advisors of a person.
- (aa) **Services** means all services to be performed by the Company in accordance with the Agreement including:
 - (i) all services set out in any applicable Quote including any items to be supplied by the Company in the performance of the services;
 - (ii) other services, functions, responsibilities and obligations that the Agreement provides that the Company has or will perform; and
 - (iii) all responsibilities and functions not specifically described in the Agreement but which are incidental to, or otherwise necessary for the Company to provide the Services under the Agreement.
- (bb) **Standard Terms** means this document and its annexures, schedules, and appendices as amended from time to time.
- (cc) **Transport Services** means transport of any Goods as stipulated in a Quote.
- (dd) **Weekend Work** means where the Services involves work commencing outside Normal Working Hours (non-shift work pattern) that is not Night Work.

