



37 Sheppard Street, HUME ACT 2620
 PO Box 3380, WESTON ACT 2611
 T: 02 6260 1120 (Allocations)
 T: 02 6260 1207 (Admin & Accounts)
 F: 02 6260 1121
 E: capitalcranes@bigpond.com
 W: www.capitalcranesact.com.au

Capital Cranes A.C.T Pty Ltd

TERMS AND CONDITIONS OF HIRE

Current to 1ST JULY 2017

CUSTOMER CREDIT APPLICATION

Payment terms: Strictly 30 days EOM

CUSTOMER DETAILS

Company Name: _____

Business Type: Sole Trader: Partnership: Company: Trust:

Is your business registered with ASIC? YES NO

If YES, please provide name that business is registered under: _____

ABN: _____ ACN: _____

Postal Address: _____

Street Address: _____

Telephone: _____ Fax: _____

Email: _____

ACCOUNT DETAILS

Name: _____

Position: _____

Telephone: _____ Email: _____

Account Name: _____ Bank _____

BSB: _____ Account Number: _____





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Contact Details of Sole Trader/Partners/Directors

(Full Names and Residential Addresses)

1. Name: _____
 Phone: _____ Email: _____
 Address: _____

2. Name: _____
 Phone: _____ Email: _____
 Address: _____

BUSINESS REFERENCES

1. Company Name: _____ Contact: Phone: _____
 Address _____

2. Company Name: _____ Contact: Phone: _____
 Address _____

3. Company Name: _____ Contact: Phone: _____
 Address _____





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CREDIT AMOUNT

30 day credit amount requested:

\$ _____

Capital Cranes A.C.T payment terms are strictly 30 days EOM

No further bookings will be taken once your credit limit is reached!

Have you ever been declared bankrupt or been a Director of any company which has been wound up or liquidated (whether voluntary or otherwise): YES NO

If yes, please supply details;

Company Name: _____

Details: _____

APPLICANT'S DECLARATION

On behalf of (Company name) _____

I / We (Personal name) _____, hereby declare and certify that all the information supplied in this application is true and correct and agree to all terms and conditions of hire supplied by Capital Crane A.C.T Pty Ltd.

I/We authorize Capital Cranes A.C.T Pty Ltd to make any enquiries in regards to assessing this credit application including the access of personal/consumer credit files that may be held by any credit reporting agency or provider of credit.

Name: _____ Signature: _____

Position: _____ Date: _____





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CAPITAL CRANES A.C.T. PTY LTD

TERMS AND CONDITIONS OF HIRE

In these conditions:

[1] "Contractor means Capital Cranes A.C.T. Pty Ltd and associated companies and includes any contractors, servants, and/or agents. "Goods" means all wares, merchandise, plant and machinery, articles of any and every description and includes packages, crates, cases and contents thereof whatsoever kind. "Person" shall mean and include individuals, firms, corporations, partnerships, trusts and any other body constituted as an operating entity. "Client" means and includes the person requesting the Service, any person, contractor, servant agent and/or other persons claiming through, under or in trust for such person, any person tendering the goods for handling, lifting and/or carriage by the crane, and every other person entitled to make any claim in respect of loss or damage to the goods. Words importing the masculine gender shall mean and include the feminine and neuter genders, and reference to the singular includes the plural.

[2] The Contractor is not a Common Carrier and does not accept the obligations or liabilities of common carriers. The Contractor may refuse the handling lifting and/or carriage of any class of goods and will not handle lift and/or carry goods at all except only upon the terms and conditions contained herein.

[3] All goods are handled, lifted and/or carried at Client's risk. The Contractor shall not be liable for any loss or damage of any kind whatsoever occasioned at any time and whether caused by any acts, defaults or negligence of the Contractor or otherwise howsoever.

[4] The Contractor shall be at full liberty to arrange with any other person to undertake the handling, lifting and/or carriage of the goods and such persons and his servants and agents shall be entitled to the benefit of these conditions to the same extent as the contractor.

[5] Goods of a noxious, flammable, hazardous, dangerous or explosive nature shall not be tendered to the contractor without prior full disclosure of the nature of the goods, and may be manhandled, lifted and/or carried only by special equipment. If any such goods be tendered other than by special agreement, the Client shall be liable to the Contractor for any loss or damage occasioned whatsoever either directly or indirectly.

[6] Where the Client has declared the weight of the goods and the Contractor has relied upon such weight then the Client shall be responsible for all extra costs and risk incurred by the Contractor, and shall be liable for any loss or damages occasioned? either directly to the Contractor by reason of the Contractor having relied upon the accuracy of such declared weight.

[7] The Client will be and remains responsible to the Contractor for its proper charges incurred in respect of the handling, lifting and/or carriage of goods.

[8] Insurance of the goods will not be effected by the Contractor for the benefit of the Client except upon the written instructions of the Client and then only at the Client's expense and upon receipt of declaration of value a reasonable time prior to handling, lifting and/or carriage of the goods.

[9] Charges will be computed from the time the unit leaves the depot of the Contractor until the time it returns to that depot, at the rate applicable to that unit, unless other rates are quoted and accepted prior to the unit leaving the depot.

[10] CLEAR ACCESSIBILITY MUST BE ARRANGED, APPROVED AND MAINTAINED BY THE Client at all times and the crane area in particular must be levelled and consolidated to ensure the safety of the lifting operations. Any recovery costs and/or lost time will be borne by the Client.

[11] The Contractor is not responsible for any delays, inconvenience or loss of any kind whatsoever, incurred by the Client as the result of any accident, breakdown or defect in a crane or any part thereof, or from any other cause whatsoever.

[12] Where a crane/vehicle is delayed by any cause beyond the control of the Contractor (whether travelling to or from, or if at, the site) or where the delay is caused by the obeying by the Contractor of instruction given by the Client or its representative, the Client is liable for the cost of such delay which the Contractor is entitled to charge as a hire charge at the usual price list hire rate. Where a vehicle is caused to be bogged by the obeying of such instructions, the cost of recovering the vehicle from the bog shall be to the account of the Client.

[13] The client indemnifies the Contractor against all action, suits, demands, claims, suits, losses and/or damages sustained by the Contractor as result of any damages caused to any person or property of any person as a result of the negligence of the Client.

[14] Minimum hire periods apply as per Schedule of Rates.

[15] Normal operating hours are between 7.00am and 3.30pm Mon - Fri. Outside these times incurs penalty rates unless prior arrangements have been made between the Client and the Contractor. Weekends, Public Holidays and R.D.O's (Rostered Days Off) incur minimum hire as per Schedule of Rates.

[16] The Client shall supply ample notice to the Contractor to enable the arrangement of suitable crane/s and transport.

[17] Overtime at the rate agreed hereon shall be paid by the Client when and where applicable.

[18] If required, accommodation, meals travel and fares to and from the site shall be on the Client's account.

[19] If these conditions form part of a Quotation or Proposal, they are valid for a period of sixty (60) days from the date of Quotation or Proposal.

[20] Transport prices do not include assembly and disassembly of the crane unless explicitly stated.

[21] No credit request will be considered unless written notice is received seven (7) days prior to the goods leaving the yard

[22] Payment will be required thirty (30) days from the date of the invoice unless other arrangements are made between the Contractor and the Client. Any costs incurred for recovery of debts will be charged onto customers. Service may be refused by the Contractor if any payment due is not made on time.

[23] Insurance for CRANE ONLY will be covered by the Contractor if crane is hired with an operator.

[24] The provision of any credit facility or the nomination of any credit limit is an indication only of the Contractor's intention at the time. The Contractor may vary or withdraw any credit facility at any time at its discretion without incurring any liability to the Client, or anyone claiming through the Client, without reducing any obligation of the Client.

[25] The jurisdiction and venue for the hearing of any dispute arising between the Contractor and the Client for the work performed shall be in the Australian Capital Territory.

[26] The Client shall notify the Contractor in writing within seven (7) days of any change in its structure or management, including any change of Director, Partnership or Trusts or of any disposal of any part of the Client's business.

[27] All charges under any agreement between the Contractor and the Client are calculated without any regard to Goods and Services Tax (GST). GST rate shall be entered separately on the invoice. GST referred to in this clause has the same meaning as in the "A New Tax System (Goods and Service Tax Act, 1999 (as amended

[28] To the extent any clause or part of a clause is held invalid, it is severed from this contract, and the remainder survives

[29] In the event of any dispute under this contract, that dispute is to be referred to the Biginell and Associates (02 6169 4021) for arbitration. The loser in the matter is to pay all associated cost involving the resolution of the matter.

[30] In the event of a clash between the Client's Terms of Trade and these Terms of Trade, the Client agrees that these Terms of Trade are to prevail.