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CONDITIONS OF HIRE

In these Conditions Portwave Pty Ltd T/As Wescranes, Davies Cranes Pty Ltd & Western Truck & Trailer Repairs T/AS Wescity Heavy Towing is hereinafter referred to as The Contractors and includes any Sub-Contractors, Servants and/or Agents of the said Portwave Pty Ltd T/As Wescranes, Davies Cranes Pty Ltd & Western Truck & Trailer Repairs T/AS Wescity Heavy Towing . “The Hirer” means and includes The Person shown on the face hereof as being the hire of The Crane and includes such Person, Contractors, Servants, Agents, and/or other Persons claiming through under or in trust for such person. “The Goods” means all wares, Merchandise, Plant, Machinery, Articles of every kind and description and includes Packages, Crates, Cases and Contents thereof of whatsoever kind.

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.

The Contractor shall not be liable for any loss, nor consequential loss or damage of any kind whatsoever caused to The Hirer or to the Property and/or Goods of the Hirer, or in the Hirer’s legal custody or control, 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 Hirer’s risk.

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 Contractor thinks fit and any such other Person, Persons or Corporation shall as against The Hirer be entitled to the benefit of these conditions to the same extent and The Contractor.

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.

Insurance of the goods will not be affected by the contractor for the benefit of The Hirer except on the express written instructions of the Client and then only at his expense.

Unless otherwise agreed in writing to the contrary, 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.

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.

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.

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.

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 damage 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.